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June 18, 2008

RECORDATION NO. 26665-14 FILED

VIA E-FILING

Anne K. Quinlan, Esquire
Acting Secretary
Office of the Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

JUN 18 '08 -5 03 PM

SURFACE TRANSPORTATION BOARD

Dear Ms. Quinlan:

Enclosed for electronic filing with the Surface Transportation Board (the "STB") and to be recorded pursuant to the provisions of 49 U.S.C. Section 11301(a) is an executed copy of the Memorandum of Assignment and Assumption Agreement, dated as of May 28, 2008 (the "Assignment") between Greenbrier Leasing Company ("Greenbrier"), as assignor, and Citicorp Railmark, Inc. ("CitiRail"), as assignee, which Assignment is a secondary document as defined in the Surface Transportation Board's Rules for the Recordation of Documents. The enclosed Assignment relates to that certain Master Full Service Railcar Lease dated as of October 12, 2006 and effective as of June 1, 2006 and Schedule No. 10 thereto dated as of April 29, 2008 and effective as of February 1, 2008 between Greenbrier, as lessor, and BNSF Railway Company ("BNSF"), as lessee (collectively, the "Lease"). A Memorandum of the Lease dated as of March 6, 2008 was duly filed with the STB on May 9, 2008 and assigned recordation number 26665-G.

The name and address of the party to the enclosed Assignment is:

Assignor: Greenbrier Leasing Company
One Centerpointe Drive, Suite 200
Lake Oswego, Oregon 97035

Assignee: Citicorp Railmark, Inc.
388 Greenwich St., 20th Floor
New York, NY 10013



Ms Anne K. Quinlan
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A description of the railroad equipment covered by the enclosed Assignment is as follows: 100 steel triple covered hopper cars marked AOK 66810 to AOK 66909, inclusive.

The required recordation fee of \$35.00 is being paid herewith.

Kindly return a file-stamped copy of the Assignment and this letter to Susan G. Lichtenfeld at DLA Piper US LLP, 203 North LaSalle Street, Suite 1900, Chicago, Illinois 60601. Following is a short summary of the enclosed document:

Secondary Document to be Recorded

Memorandum of Assignment and Assumption Agreement, dated as of May 28, 2008 between Greenbrier Leasing Company and Citicorp Railmark, Inc.

Documents to Which the Secondary Document Relates

Master Full Service Railcar Lease dated as of October 12, 2006 and effective as of June 1, 2006 and Schedule No. 10 thereto dated as of April 29, 2008 and effective as of February 1, 2008 between Greenbrier, as lessor, and BNSF Railway Company ("BNSF"), as lessee (collectively, the "Lease"). A Memorandum of the Lease dated as of March 6, 2008 was duly filed with the STB on May 9, 2008 and assigned recordation number 26665-G.

Very truly yours,

DLA Piper US LLP


Susan G. Lichtenfeld

Enclosure

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RECORDATION NO. 26665-H FILED

JUN 18 '08 -5 03 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

GREENBRIER LEASING COMPANY LLC

AND

CITICORP RAILMARK, INC.

MAY 28, 2008

Memorandum of Assignment and Assumption Agreement made and entered into as of May 16, 2008, by and between Greenbrier Leasing Company LLC, an Oregon limited liability company ("Assignor"), and Citicorp Railmark, Inc., a Delaware corporation ("Assignee").

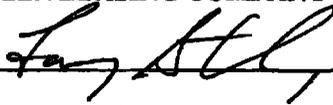
WITNESSETH:

1. Assignor, as Lessor, leased to BNSF Railway Company ("Lessee") one hundred (100) 5,188 cubic foot, 111-ton welded steel triple covered hopper cars, marked and numbered AOK 66810 through AOK 66909, inclusive (the "Cars"), pursuant to that certain Master Full Service Railcar Lease dated as of October 12, 2006, and effective as of June 1, 2006, and Schedule No. 10 thereto dated as of April 29, 2008, and effective February 1, 2008 (Schedule No. 10 and the Master Full Service Railcar Lease as it relates to Schedule No. 10 collectively, the "Lease").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars.
3. This Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor with due authority 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.

GREENBRIER LEASING COMPANY LLC

By: 

Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its board of directors 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.

CITICORP RAILMARK, INC.

By: _____

Title: Senior Vice President

Memorandum of Assignment and Assumption Agreement made and entered into as of May 28, 2008, by and between Greenbrier Leasing Company LLC, an Oregon limited liability company ("Assignor"), and Citicorp Railmark, Inc., a Delaware corporation ("Assignee").

WITNESSETH:

1. Assignor, as Lessor, leased to BNSF Railway Company ("Lessee") one hundred (100) 5,188 cubic foot, 111-ton welded steel triple covered hopper cars, marked and numbered AOK 66810 through AOK 66909, inclusive (the "Cars"), pursuant to that certain Master Full Service Railcar Lease dated as of October 12, 2006, and effective as of June 1, 2006, and Schedule No. 10 thereto dated as of April 29, 2008, and effective February 1, 2008 (Schedule No. 10 and the Master Full Service Railcar Lease as it relates to Schedule No. 10 collectively, the "Lease").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars.
3. This Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignor with due authority 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.

GREENBRIER LEASING COMPANY LLC

By: _____

Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its board of directors 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.

CITICORP RAILMARK, INC.

By: 

Title: Senior Vice President