

RECORDATION NO. 23160-B FILED

JUL 31 '01 10-47 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD  
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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

July 31, 2001

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Memorandum of Assignment and Assumption Agreement, dated July 31, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease Agreement (Schedule No. 2) which was previously filed with the Board under Recordation Number 23160-A.

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

Assignor: Greenbrier Leasing Corporation  
One Centerpointe Drive  
Lake Oswego, OR 97035

Assignee: Bombardier Capital Rail Inc.  
6900 Wedgwood Road  
Maple Grove, MN 55311

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

50 boxcars AKMD 1050 - AKMD 1099

Mr. Vernon A. Williams  
July 31, 2001  
Page Two

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

Memorandum of Assignment and Assumption Agreement

Also enclosed is a check in the amount of \$28.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross-indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Alvord", written in a cursive style.

Robert W. Alvord

RWA/anm  
Enclosures

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***MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT***

***BETWEEN***

***GREENBRIER LEASING CORPORATION***

***AND***

***BOMBARDIER CAPITAL RAIL INC.***

***JULY 31, 2001***

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Memorandum of Assignment and Assumption Agreement made and entered into as of July 31, 2001, by and between Greenbrier Leasing Corporation, a Delaware corporation ("Assignor"), and Bombardier Capital Rail Inc., a Minnesota corporation ("Assignee").

WITNESSETH:

1. Assignor, as Lessor, leased to Arkansas Midland Railroad Company, Inc. ("Lessee"), fifty (50) 60-foot, Plate F boxcars with double 8-foot sliding doors, nailable steel floors and 15-inch EOCC, marked and numbered AKMD 1050 through AKMD 1099, inclusive, pursuant to that certain Lease Agreement dated July 1, 2000, and Schedule No. 2 thereto dated as of October 15, 2000 (collectively, the "Lease").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars which are the subject of the Lease.
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 corporate officers as of the date and year first above written.

GREENBRIER LEASING CORPORATION

By: Norris M. Webb

Title: Executive Vice President

BOMBARDIER CAPITAL RAIL INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Memorandum of Assignment and Assumption Agreement made and entered into as of July 31, 2001, by and between Greenbrier Leasing Corporation, a Delaware corporation ("Assignor"), and Bombardier Capital Rail Inc., a Minnesota corporation ("Assignee").

WITNESSETH:

1. Assignor, as Lessor, leased to Arkansas Midland Railroad Company, Inc. ("Lessee"), fifty (50) 60-foot, Plate F boxcars with double 8-foot sliding doors, nailable steel floors and 15-inch EOCC, marked and numbered AKMD 1050 through AKMD 1099, inclusive, pursuant to that certain Lease Agreement dated July 1, 2000, and Schedule No. 2 thereto dated as of October 15, 2000 (collectively, the "Lease").
2. Assignor has agreed to assign to Assignee and Assignee has agreed to accept from Assignor the Lease and the Cars which are the subject of the Lease.
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.

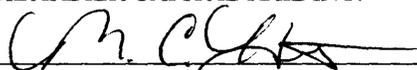
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective corporate officers as of the date and year first above written.

GREENBRIER LEASING CORPORATION

By: \_\_\_\_\_

Title: Executive Vice President

BOMBARDIER CAPITAL RAIL INC.

By:  \_\_\_\_\_

Title: Michael C. Hurt  
Vice President, Fleet Operations

STATE OF OREGON            )  
  ) ss.  
COUNTY OF CLACKAMAS    )

On this 27<sup>th</sup> day of July 2001, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation, and that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

*Janet E. Johnston*  
NOTARY PUBLIC

My commission expires: 5/28/2002



STATE OF MINNESOTA        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of July 2001, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, says that s/he is the \_\_\_\_\_ of Bombardier Capital Rail Inc., and that the foregoing instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF CLACKAMAS        )

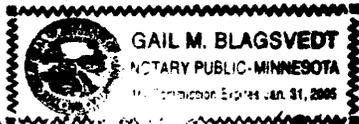
On this \_\_\_\_ day of July 2001, before me personally appeared Norriss M. Webb, to me personally known, who being by me duly sworn, says that he is the Executive Vice President of Greenbrier Leasing Corporation, and that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_\_

STATE OF MINNESOTA *MN*        )  
  ) ss.  
COUNTY OF *Hennepin*        )

On this *30* day of July 2001, before me personally appeared *Michael C. Hurt*, to me personally known, who being by me duly sworn, says that s/he is the *Vice President - Fleet Ops.* of Bombardier Capital Rail Inc., and that the foregoing instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.



*Gail M. Blagsvedt*  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: *2/2005*