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RECORDATION NO. 26554-A FILED

APR 09 '07 -3 00 PM

SURFACE TRANSPORTATION BOARD

April 9, 2007

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 two (2) copies of a Memorandum of Partial Assignment of Lease, dated as of April 9, 2007, 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 previously filed with the Board under Recordation Number 26554.

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

Transferor: Greenbrier Leasing Company, LLC
One Centerpointe Drive, Suite 200
Lake Oswego, OR 97035

Transferee: AIG Commercial Equipment Finance, Inc.
5700 Granite Parkway, Suite 850
Plano, TX 75024

Mr. Vernon A. Williams
April 9, 2007
Page 2

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

63 railcars within the series DSEX 7001 – DSEX 7085 as more
particularly set forth in the equipment schedule attached 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 \$34.00 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,



Robert W. Alvord

RWA/sem
Enclosures

RECORDATION NO.

26554A
FILED

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SURFACE TRANSPORTATION BOARD

(ALLIED)

MEMORANDUM OF PARTIAL ASSIGNMENT OF LEASE

THIS MEMORANDUM OF PARTIAL ASSIGNMENT OF LEASE dated as of this 9th day of April, 2007, 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 AIG COMMERCIAL EQUIPMENT FINANCE, INC., a Delaware corporation, with an address at 5700 Granite Parkway, Suite 850, Plano, TX 75024 ("Transferee" and, together with Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Transferor and Transferee have entered into that certain Purchase Agreement (the "Purchase Agreement") dated as of April 9, 2007 relating to the sale by Transferor to Transferee of two hundred eighty-two (282) 85-foot flatcars, as more completely identified on Schedule 1 hereto (the "Cars"), and the partial assignment by Transferor and assumption by Transferee of Transferor's right, title and interest in, and obligations under, Rider 1 dated as of August 23, 2006 (the "Rider") to the Equipment Lease, dated August 23, 2006, between Transferor, as Lessor, and Allied Waste Systems, Inc., as Lessee (the "Lease Agreement"), and Transferor's right, title and interest in, and obligations under the Lease Agreement as it relates to the Cars;

WHEREAS, pursuant to the Purchase Agreement and an Assignment and Assumption Agreement of even date therewith (the "Assignment Agreement"), Transferee has acquired all of Transferor's interest in the sixty-three (63) Cars identified in Schedule 2 hereto (the "First Closing Cars"), and Transferor's interest in the Rider and the Lease Agreement as each relates to the First Closing Cars;

WHEREAS, the First Closing Cars are currently subject to the Rider and the Lease Agreement;

WHEREAS, a Memorandum of Lease Agreement with respect to the Lease Agreement and the Rider was filed with the Surface Transportation Board on September 14, 2006, and assigned recordation number 26554; and

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid partial assignment by Transferor of its right, title and interest in the First Closing Cars, and its right title and interest in and obligations under the Rider and the Lease Agreement as each relates to the First Closing Cars, 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

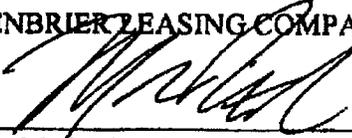
Transferor and Transferee hereby confirm Transferor's sale of the First Closing Cars to Transferee and the partial assignment to Transferee of Transferor's right, title and interest in, and obligations under, the Rider and the Lease Agreement as each relates to the First Closing Cars.

[SIGNATURE PAGE TO FOLLOW]

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: Mark Rittenbaum
Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of Transferee 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 Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

AIG COMMERCIAL EQUIPMENT FINANCE, INC.

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: Mark Rittenbaum
Title: Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of Transferee 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 Transferee. I further declare under penalty of perjury that the foregoing is true and correct.

AIG COMMERCIAL EQUIPMENT FINANCE, INC.

By: Jeffrey L. Wilkinson
Name: Jeffrey L. Wilkinson
Title: Vice President

**SCHEDULE 1
TO THE
MEMORANDUM OF PARTIAL ASSIGNMENT OF LEASE
DATED AS OF APRIL 9, 2007

EQUIPMENT**

Two hundred eighty-two (282) 85-foot, 110-ton, Plate C standard level flatcars equipped to carry four (4) 20-foot containers, bearing the following road marks and numbers:

DSEX 7001 through DSEX 7282, inclusive

**SCHEDULE 2
TO THE
MEMORANDUM OF PARTIAL ASSIGNMENT OF LEASE
DATED AS OF APRIL 9, 2007**

FIRST CLOSING CARS

Sixty-three (63) 85-foot, 110-ton, Plate C standard level flatcars equipped to carry four (4) 20-foot containers, bearing the following road marks and numbers:

Car Mark	Car Number	Car Mark	Car Number
DSEX	7001	DSEX	7048
DSEX	7002	DSEX	7049
DSEX	7003	DSEX	7050
DSEX	7004	DSEX	7051
DSEX	7005	DSEX	7052
DSEX	7006	DSEX	7053
DSEX	7007	DSEX	7054
DSEX	7008	DSEX	7055
DSEX	7009	DSEX	7056
DSEX	7010	DSEX	7057
DSEX	7011	DSEX	7059
DSEX	7012	DSEX	7060
DSEX	7013	DSEX	7061
DSEX	7014	DSEX	7062
DSEX	7016	DSEX	7063
DSEX	7017	DSEX	7064
DSEX	7020	DSEX	7065
DSEX	7021	DSEX	7067
DSEX	7022	DSEX	7068
DSEX	7026	DSEX	7069
DSEX	7027	DSEX	7070
DSEX	7028	DSEX	7071
DSEX	7030	DSEX	7072
DSEX	7036	DSEX	7073
DSEX	7040	DSEX	7074
DSEX	7041	DSEX	7075
DSEX	7042	DSEX	7076
DSEX	7043	DSEX	7077
DSEX	7044	DSEX	7078
DSEX	7045	DSEX	7084
DSEX	7046	DSEX	7085
DSEX	7047		
		Total	63 Cars

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 4/9/07



Robert W. Alvord