RECORDATION NO 30638-A
FILED February 28, 2013 03:50 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

February 28, 2013

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 of Lease, dated February 28, 2013, a primary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Schedule No. 1 to Lease Agreement previously filed with the Board under Recordation Number 30638.

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

Seller/Assignor:	Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035
Buyer/Assignee:	CIT Rail LLC 30 S. Wacker Drive, Suite 2900 Chicago, IL 60606
[Lessee:	Holcim (US) Inc. 201 Jones Rd. Waltham, MA 02451]

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

106 covered hopper railcars: GNAX 9800 – GNAX 9905.

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

Memorandum of Assignment of Lease.

Also enclosed is a check in the amount of $42.00 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,

Edward M. Luria

EML/sem
Enclosures

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MEMORANDUM OF ASSIGNMENT OF LEASE
(Surface Transportation Board)

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of February 28, 2013 (this "Memorandum") is between Greenbrier Leasing Company, LLC, an Oregon limited liability company ("Seller") and CIT RAIL LLC, a Delaware limited liability company ("Buyer").

The parties to this Memorandum hereby acknowledge and confirm the following:

A. Seller, as lessor, has leased certain railroad cars more particularly described on Schedule 1 attached hereto (the "Equipment") pursuant to that certain Schedule No. 1 dated as of April 1, 2012 (the "Schedule"), by and between Holcim (US) Inc., a Delaware corporation ("Lessee) and Seller, incorporating the terms of the Lease Agreement dated as of April 1, 2012 (the "Master Agreement") by and between Lessee and Seller (the Schedule incorporating the terms of the Master Agreement, as it relates only to the Equipment, being hereinafter referred to as the "Lease").

B. A Memorandum of Lease Agreement dated April 1, 2012, between Seller and Lessee was filed with the Surface Transportation Board on February 7, 2012, under recordation number 30638.

C. Buyer and Seller are parties to that certain Purchase and Sale Agreement dated February 28, 2013, and an Assignment and Assumption Agreement dated February 28, 2013 pursuant to which Seller has agreed to sell to Buyer the Equipment and to assign and transfer to Buyer all of Seller's right, title and interest under the Lease, and Buyer has agreed to purchase the Equipment and agreed to the assignment.

D. 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.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment of Lease to be executed by their duly authorized representatives as of the date first written above.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Greenbrier Leasing Company LLC by authority of its manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Greenbrier Leasing Company LLC. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

SELLER: GREENBRIER LEASING COMPANY LLC

By: _____
Name: James T. Sharp
Title: President

I certify that I hold the title set forth below, that this instrument was signed on behalf of CIT Rail LLC 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 CIT Rail LLC I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

PURCHASER: CIT RAIL LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment of Lease to be executed by their duly authorized representatives as of the date first written above.

I certify that I hold the title set forth below, that this instrument was signed on behalf of Greenbrier Leasing Company LLC by authority of its manager and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Greenbrier Leasing Company LLC. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

SELLER: 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 CIT Rail LLC 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 CIT Rail LLC I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

PURCHASER: CIT RAIL LLC

By: _____
Name: Daniel A. Burnett
Title: Director

SCHEDULE 1

# Cars	Description	Reporting Marks
106	3,250 cubic foot capacity, 286,000 lbs. GRL, covered hopper railcars	GNAX 9800 through GNAX 9905, inclusive

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: 2/28/13

Edward M Luria

Edward M. Luria