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March 29, 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 as of March 28, 2013, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 20970.

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

Assignor/Seller: The David J. Joseph Company  
300 Pike Street  
Cincinnati, Oh 45202

Assignee/Buyer: Greenbrier Leasing Company LLC  
One Centerpointe Drive, Suite 200  
Lake Oswego, Oregon 97035

Chief, Section of Administration  
March 29, 2013  
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A description of the railroad equipment covered by the enclosed document is:

99 gondola railcars: CW 6500 – CW 6599 (excluding CW 6539).

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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem  
Enclosures

**MEMORANDUM OF ASSIGNMENT OF LEASE**  
(Surface Transportation Board)

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of March 28, 2013 (this "Memorandum") is between Greenbrier Leasing Company, LLC, an Oregon limited liability company ("Buyer") and The David J. Joseph Company, a Delaware Corporation ("Seller").

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") to Colorado & Wyoming Railway Company, a Delaware corporation ("Lessee") pursuant to that certain Schedule No. 2 dated as of October 6, 1997 (the "Schedule") and that certain Lease Agreement dated June 16, 1997 (the "Lease Agreement") by and between Lessee and Seller (the Schedule incorporating the terms of the Lease Agreement as it relates only to the Equipment, hereinafter referred to as the "Lease").

B. A Memorandum of Assignment and Assumption Agreement dated as of November 13, 2012, between Seller, as Assignee, and Wells Fargo Equipment Finance, Inc., as Assignor, was filed with the Surface Transportation Board on December 7, 2012, under recordation number 20970-F, upon Seller's assumption of the Lease.

C. Buyer and Seller are parties to that certain Railcar Purchase and Sale Agreement dated March 27, 2013 (the "Agreement"), 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 as it relates to periods on and after the Closing Date (as defined in the Agreement), and Buyer has agreed to purchase the Equipment and accept the assignment and transfer.

D. The parties hereto wish to show for public record this Memorandum and accordingly have caused this Memorandum to be executed by their duly authorized officers 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.

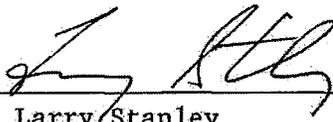
[The remainder of this page has been intentionally left blank.]

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.

BUYER:

GREENBRIER LEASING COMPANY LLC

By:   
Name: Larry Stanley  
Title: Senior Vice President

I certify that I hold the title set forth below, that this instrument was signed on behalf of The David J. Joseph Company, a Delaware corporation 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 The David J. Joseph Company, a Delaware Corporation. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

SELLER:

THE DAVID J. JOSEPH COMPANY

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.

BUYER: 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 The David J. Joseph Company, a Delaware corporation 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 The David J. Joseph Company, a Delaware Corporation. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

SELLER: THE DAVID J. JOSEPH COMPANY

By: Kelly C. Poellein  
Name: Kelly C. Poellein  
Title: VP Finance, Brokerage

**SCHEDULE 1**

<u># Cars</u>	<u>Description</u>	<u>Reporting Marks</u>
99	66-foot, 100-ton, 5'6" high side gondola railcars with 286,000 lbs GRL	CW 6500-6599, with the exception of CW 6539

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: 3/29/13

Edward M Luria  
Edward M. Luria