

ALVORD AND ALVORD PLLC SURFACE TRANSPORTATION BOARD

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

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

PHONE: (202) 393-2266
FAX: 1-855-600-2836
E-MAIL: alvord@alvordlaw.com
WEBSITE: www.alvordlaw.com

August 31, 2016

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, dated as of August 31, 2016, 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. 15 previously filed with the Board under Rec. No. 32276.

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

| | |
|-----------|--|
| Assignor: | Greenbrier Leasing Company LLC One Centerpointe Drive, Suite 200 Lake Oswego, OR 97035 |
| Assignee: | Everbank Commercial Finance, Inc. 10 Waterview Blvd. Parsippany, NJ 07054 |
| [Lessee: | CSX Transportation, Inc. 500 Water Street Jacksonville, FL 32202] |

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

100 auto racks: C00850 – C00949, inclusive.

Section Chief
August 31, 2016
Page 2

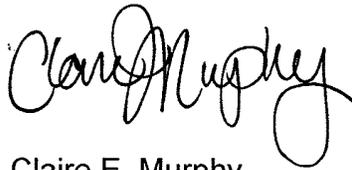
A short summary of the document to appear in the index is:

Memorandum of Assignment.

Also enclosed is a check in the amount of \$43.00 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 "Claire E. Murphy". The signature is written in a cursive style with a large, looping "M".

Claire E. Murphy

CEM
Enclosures

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT dated as of August 31, 2016 (this “**Memorandum**”), is between GREENBRIER LEASING COMPANY LLC, an Oregon limited liability company (“**Transferor**”), and EVERBANK COMMERCIAL FINANCE, INC., a Delaware corporation (“**Transferee**”).

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

A. Transferor, as lessor, has leased certain railroad cars more particularly described in Exhibit A attached hereto (the “**Cars**”) pursuant to that certain Lease Agreement made as of January 1, 2008 (the “**Lease Agreement**”), and that certain Schedule No. 15 thereto effective as of February 1, 2016 (as amended, modified, extended, supplemented, restated and/or replaced from time to time, the “**Schedule No. 15**”) to CSX Transportation, Inc.

B. A Memorandum of Lease Agreement for Schedule No. 15 was filed with the U.S. Surface Transportation Board on August 4, 2016, at 3:00 p.m., under recordation number 32276.

C. Transferor and Transferee are parties to that certain Assignment and Assumption Agreement dated as of August 31, 2016, pursuant to which Transferor has assigned all of its right, title and interest under the Lease, as it pertains to periods on and after August 31, 2016, and the Cars, to Transferee.

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, the parties have caused this Memorandum to be executed as of the first date herein above written.

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.

EVERBANK COMMERCIAL FINANCE, INC.

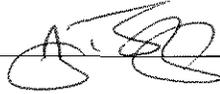
By: _____

Name: _____

Title: _____

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: James T. Sharp

Title: President

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed as of the first date herein above written.

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.

EVERBANK COMMERCIAL FINANCE, INC.

By: 

Name: Kenneth L. Walters

Title: Senior Vice President

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: James T. Sharp

Title: President

EXHIBIT A

RAILCARS

One hundred (100) Multi-Max auto racks in compressed bi-level configuration, with compressed third deck with grating system, marked and numbered C00850 through C00949, inclusive.

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, 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: August 31, 2016



Claire E. Murphy