

RECORDATION NO 30917-B FILED
November 18, 2013 03:45 PM
SURFACE TRANSPORTATION BOARD

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

November 18, 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 Partial Assignment, dated as of November 18, 2013, 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 30917.

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

Assignor: BB&T Equipment Finance Corporation
600 Washington Avenue, Suite 201
Towson, Maryland 21204

Assignee: Fifth Third Equipment Finance Company
38 Fountain Square Plaza
Cincinnati, OH 45263

Chief, Section of Administration
November 18, 2013
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A description of the railroad equipment covered by the enclosed document
is:

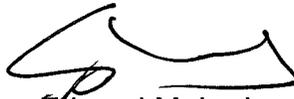
106 tank cars within the series CAOX 300409 – CAOX 300550
A short summary of the document to appear in the index is:

Memorandum of Partial Assignment.

Also enclosed is a check in the amount of \$44.00 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

MEMORANDUM OF PARTIAL ASSIGNMENT

dated as of November ~~18~~ 2013

between

BB&T EQUIPMENT FINANCE CORPORATION
as Assignor

and

FIFTH THIRD EQUIPMENT FINANCE COMPANY
as Assignee

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO
49 U.S.C. §11301 on November ____, 2013 at ____:____.m.

MEMORANDUM OF PARTIAL ASSIGNMENT

THIS MEMORANDUM OF PARTIAL ASSIGNMENT is made and entered into as of November 18, 2013, by and between BB&T EQUIPMENT FINANCE CORPORATION (the "Assignor") and FIFTH THIRD EQUIPMENT FINANCE COMPANY (the "Assignee"), with reference to the following:

Assignor, as Lessor, and WESTLAKE VINYLS, INC., as Lessee, have heretofore executed that certain Railroad Equipment Net Leasing Agreement dated as of August 30, 2013 (the "Lease"), pertaining to the railcars described therein (the "Railcars"). A Memorandum of Lease Agreement with respect to the Lease and the Railcars was duly filed and recorded as Recordation No. 30917 with the Surface Transportation Board on August 30, 2013.

Assignor, as assignor, and Assignee, as assignee, have executed that certain Specification of Purchased Assets dated as of the date hereof to that certain Master Assignment Agreement dated as of May 22, 2008 by and between Assignor and Assignee, pursuant to which (a) Assignor has assigned to Assignee all of its rights and obligations under the Lease and Assignee has assumed from Assignor all of Assignor's obligations under the Lease solely with respect to the Railcars identified on Exhibit No. 1 hereto (the "Assigned Railcars"), and (b) Assignor has sold the Assigned Railcars to Assignee.

The parties hereto wish to show for public record this Memorandum of Partial Assignment to provide notice of the sale of the Assigned Railcars and assignment of the Lease as it pertains to the Assigned Railcars.

This Memorandum of Partial Assignment relates only to the sale by Assignor to Assignee of the Assigned Railcars and the assignment by Assignor of the Lease as it pertains to the Assigned Railcars.

This Memorandum of Partial Assignment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Partial Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BB&T EQUIPMENT FINANCE CORPORATION

By:  _____

Name:

Title: **STEPHEN GRAY**
Senior Vice President

FIFTH THIRD EQUIPMENT FINANCE COMPANY

By:  _____

Name:

Title: **EDWARD McELVEEN**
Vice President

STATE OF MARYLAND)
) ss.
COUNTY OF BALTIMORE)

I HEREBY CERTIFY, that on this 15th day of November, 2013, before me, the undersigned, a Notary Public of the State of Maryland, personally appeared Stephen Gray, who acknowledged himself to be the Senior Vice President of BB&T EQUIPMENT FINANCE CORPORATION, known (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Senior Vice President of said company by signing the name of the company by himself as the Senior Vice President.

AS WITNESS my hand and notarial seal.



Notary Public

My commission expires: 10/15/16.

REGINA M. MCMANUS
NOTARY PUBLIC
BALTIMORE COUNTY

STATE OF OHIO)
) ss.
COUNTY OF HAMILTON)

I HEREBY CERTIFY, that on this 18 day of November, 2013, before me, the undersigned, a Notary Public of the State of Ohio, personally appeared Edward Mc Elveen, who acknowledged himself to be the VP of FIFTH THIRD EQUIPMENT FINANCE COMPANY, known (or satisfactorily proven), to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained as the duly authorized Vice President of said company by signing the name of the company by himself as the Vice President.

AS WITNESS my hand and notarial seal.

Paula D. McQueen

Notary Public



PAULA D. McQUEEN
Notary Public, State of Ohio
My Commission Expires
October 21, 2018

EXHIBIT NO. 1
TO MEMORANDUM OF PARTIAL ASSIGNMENT

DESCRIPTION OF ASSIGNED RAILCARS

One hundred and six (106) Trinity Rail, 16,664 wg CI – 263GRL, tank cars, manufactured 2013, more fully identified by the following marks:

CAOX 300426
CAOX 300441
CAOX 300443
CAOX 300446
CAOX 300447
CAOX 300450
CAOX 300451
CAOX 300452
CAOX 300454
CAOX 300456
CAOX 300457
CAOX 300458
CAOX 300460
CAOX 300461
CAOX 300471
CAOX 300409
CAOX 300453
CAOX 300459
CAOX 300463
CAOX 300464
CAOX 300465
CAOX 300466
CAOX 300467
CAOX 300468
CAOX 300472
CAOX 300473
CAOX 300474
CAOX 300476
CAOX 300477
CAOX 300478
CAOX 300479

CAOX 300480
CAOX 300481
CAOX300462
CAOX300469
CAOX300470
CAOX300475
CAOX300482
CAOX300483
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CAOX300548
CAOX300550

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: 11/18/13

Edward M. Luria
Edward M. Luria