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

September 9, 2014

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 Memorandum of Assignment of Lease, dated as of September 9, 2014, 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 26320.

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

Assignor: John Hancock Leasing Corporation
197 Clarendon Street
Boston, MA 02116

Assignee: First Union Rail Corporation
One O'Hare Centre
6250 River Road, Suite 5000
Rosemont, IL 60018

Chief
Section of Administration
September 9, 2014
Page 2

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

10 locomotives: BNSF 2002, BNSF 2011, BNSF 2012, BNSF 2016, BNSF 2018, BNSF 2022, BNSF 2023, BNSF 2025, BNSF 2030, and BNSF 2038.

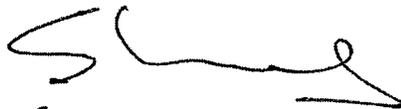
A short summary of the document to appear in the index is:

Memorandum of Assignment of Lease.

Also enclosed is a check in the amount of \$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 'E. Luria', with a stylized flourish at the end.

Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE (this "Memorandum") dated as of this 9th day of September 2014, is made by and between **JOHN HANCOCK LEASING CORPORATION**, a Delaware corporation, with an address at 197 Clarendon Street, Boston, MA 02117 ("Transferor"), and **FIRST UNION RAIL CORPORATION**, a North Carolina corporation, with an address at One O'Hare Center, 6250 River Road, Suite 5000, Rosemont, Illinois 60018 ("Transferee") and, together with Transferor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Transferor and Transferee entered into that certain Purchase Agreement (the "Purchase Agreement"), dated as of September 9, 2014, relating to the sale by Transferor to Transferee of certain locomotives as identified on Schedule 1 (the "Equipment") and the assignment by Transferor and assumption by Transferee of Transferor's rights, title and interest in, and obligations under, that certain Locomotive Lease Agreement dated as of April 25, 2006 (the "Locomotive Lease Agreement") among Transferor, BNSF Railway Company, and National Railway Equipment Co. and Schedule No. 2 thereto ("Schedule No. 2") (the Locomotive Lease Agreement and Schedule No. 2, each as amended, extended, supplemented, restated and/or replaced from time to time, the "Lease") with respect to the Equipment; Transferor is causing the Lease to be assigned and transferred with respect to the Equipment to Transferee and Transferee desires to accept such assignment;

WHEREAS, the Equipment is subject to the Lease.

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment by Transferor of its rights, title and interest in, and obligations under, the Lease with respect to the Equipment to Transferee, 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 are hereby acknowledged by each of the Parties hereto, by this instrument Transferor hereby confirms the sale of the Equipment to Transferee and the assignment to Transferee of Transferor's rights, title and interest in, and obligations under, the Lease with respect to the Equipment in accordance with the terms and conditions of the Purchase Agreement, and Transferee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum 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 John Hancock Leasing 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 John Hancock Leasing Corporation. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

JOHN HANCOCK LEASING CORPORATION
as Transferor

By: _____

Name: John M. Butler

Title: President

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum 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 First Union Rail 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 First Union Rail Corporation. I further declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

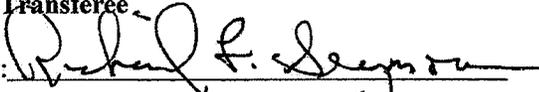
FIRST UNION RAIL CORPORATION

as Transferee

By:

Name:

Title:


RICHARD F. SEYMOUR
~~VICE PRESIDENT SALES & MARKETING~~

SCHEDULE 1
TO THE MEMORANDUM OF ASSIGNMENT OF LEASE

Ten (10) GP38-2 locomotives bearing road numbers:

BNSF 2002
BNSF 2011
BNSF 2012
BNSF 2016
BNSF 2018
BNSF 2022
BNSF 2023
BNSF 2025
BNSF 2030
BNSF 2038

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: 9/9/14

Edward M. Luria
Edward M. Luria