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

December 27, 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 and Assumption Agreement, dated as of December 23, 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 26564.

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:	SunTrust Equipment Finance & Leasing Corp. 300 East Joppa Road, Suite 700 Towson, MD 21286

Chief, Section of Administration
December 27, 2013
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A description of the railroad equipment covered by the enclosed document
is:

200 railcars: GTW 187400 – GTW 187599, inclusive.

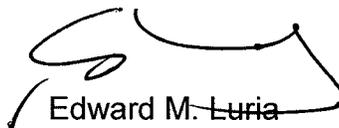
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

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 ASSIGNMENT AND ASSUMPTION AGREEMENT

This Memorandum of Assignment and Assumption Agreement is dated as of December 23, 2013 (this "Memorandum") between BB&T EQUIPMENT FINANCE CORPORATION (the "Assignor" or "BB&T") and SUNTRUST EQUIPMENT FINANCE & LEASING CORP. (the "Assignee" or "SunTrust").

WHEREAS, SunTrust, as original lessor, and Grand Trunk Western Railroad Company, formerly known as Grand Trunk Western Railroad Incorporated ("Lessee") entered that certain Lease of Railroad Equipment No. 1 dated as of August 15, 2006, that certain Closing Supplement No. 1 thereto dated as of September 28, 2006 and that certain Closing Supplement No. 2 thereto dated as of October 31, 2006, (collectively, the "Lease"), whereby SunTrust agreed to furnish to Lessee, and Lessee agreed to lease from SunTrust two hundred (200) 48' 115 ton steel coil cars bearing the road numbers GTW 187400 through GTW 187599 inclusive, and all additions and alternations thereto, replacements thereof and substitutions therefore (collectively, the "Cars"); and a Memorandum of Lease Agreement with respect to the Lease and the Cars was duly filed and recorded as Recordation No. 26564 with the Surface Transportation Board on Sept. 21, 2006

WHEREAS, SunTrust, as assignor, and BB&T, as assignee, entered that certain Master Assignment Agreement dated as of February 27, 2009, whereby SunTrust sold and assigned to BB&T all of SunTrust's rights, obligations, liabilities, title, and interest in and to the Lease and the Cars; and a Memorandum of Assignment and Assumption with respect to the Lease and the Cars was duly filed and recorded as Recordation No. 26564-A with the Surface Transportation Board on Feb 27, 2009;

WHEREAS, pursuant to that certain Specification of Assigned Interest dated as of December 23, 2013 by and between Assignor and Assignee, Assignor has re-conveyed to Assignee all of Assignor's rights, obligations, liabilities, title, and interest in and to the Lease and the Cars, and Assignee has accepted such re-conveyance;

NOW, THEREFORE, Assignor and Assignee have entered this Memorandum to evidence for the record, as follows:

1. The Assignor assigns, transfers and sets over to Assignee all of Assignor's right, title, interest, powers and privileges under the Lease, and sells the Cars to Assignee.
3. The Assignee accepts the assignment and agrees to assume, do, undertake and perform all obligations, duties, liabilities and undertakings of Assignor under the Lease, and acquires the Locomotive.
4. ~~The parties hereto wish to show for public record this Memorandum to provide notice of the sale of the Cars and assignment of the Lease.~~
5. This Memorandum may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one

agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

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

BB&T EQUIPMENT FINANCE
CORPORATION
as Assignor

By: 
Name: STEPHEN GRAY
Title: Senior Vice President

SUNTRUST EQUIPMENT FINANCE &
LEASING CORP.
as Assignee

By: 
Name: LOUIS M SOMBAT
Title: DIRECTOR OF OPERATIONS

State of Maryland)
) ss.
County of Baltimore)

On this 20th day of December, 2013, before me, Patricia J. Gillis, the undersigned Notary Public, personally appeared Stephen Gray personally known to me to be the person who executed the within instrument as Senior Vice President on behalf of BB&T Equipment Finance Corporation, and acknowledged to me that the corporation executed it.

Patricia J. Gillis

Notary Public for Baltimore County, MD
My Commission expires December 4, 2016

PATRICIA J. GILLIS
Notary Public-Maryland
Baltimore County

STATE OF MARYLAND)
) ss.
County of Baltimore)

On this 27th day of December, 2013, before me, Cathy L. Paul, the undersigned Notary Public, personally appeared Louis M. Sombat personally known to me to be the person who executed the within instrument as Director of Operations on behalf of SunTrust Equipment Finance & Leasing Corp., and acknowledged to me that the corporation executed it.

Cathy L. Paul
Notary Public for Baltimore County, MD
My Commission expires 10/08/2017



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: December 27, 2013

Edward M Luria

Edward M. Luria