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December 18, 2015

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 18, 2015, 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 17040.

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

Assignor: Sonoma Trust II by Wilmington Trust Company  
as Trustee  
1100 North Market Street  
Wilmington, DE 19890

Assignee: GATX Corporation  
222 West Adams Street  
Chicago, IL 60606

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

6 railcars: IPBX 17153; IPBX 17156; IPBX 17158; IPBX 17159; IPBX 17160;  
IPBX 17167, not including 1 railcar CASUALTIED: RPBX 17165, all previously  
bearing RPBX marks.

Section Chief  
December 18, 2015  
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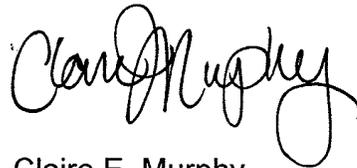
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$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" and "y".

Claire E. Murphy

CEM  
Enclosures

## MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT is made and entered into as of December 18<sup>th</sup>, 2015, by and between SONOMA TRUST II, a Delaware statutory trust (the "Assignor"), and GATX CORPORATION, a New York corporation (the "Assignee," together with the Assignor, the "Parties").

The Parties entered into an Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of the date hereof whereby the Assignor assigned to the Assignee certain rights and obligations under (a) that certain Master Equipment Lease Agreement (also known as Master Equipment Lease Agreement No. 0056135) dated as of September 24, 1990 ("MELA") and (b) Lease Schedule No. 805 dated December 26, 1990 (collectively with the MELA, as such documents have been restated, supplemented and amended, the "Lease"), both between Pitney Bowes Credit Corporation ("PBCC") and Rhone-Poulenc Inc. ("Rhone-Poulenc"), as the same were (1) assigned by Rhone-Poulenc to Rhodia Inc. ("Rhodia") pursuant to that certain Assumption Agreement by Rhodia dated as of February 21, 2000 (the "Rhodia Assumption Agreement"), (2) assigned by PBCC to GATX Third Aircraft Corporation, now known as GATX Third Aircraft LLC ("GATX") pursuant to that certain Asset Purchase Agreement dated as of August 30, 1997 between PBCC and GATX, (3) contributed by GATX to Seller pursuant to that certain Contribution Agreement dated as of February 5, 1998 by and between GATX and Seller, (4) amended and renewed pursuant to that certain Agreement dated as of February 12, 2009 between Seller and Lessee and (5) renewed pursuant to that Amendment No. 2 dated as of October 28, 2011 between Seller and Lessee, all as more specifically set forth in the Assignment and Assumption Agreement.

The MELA was recorded with the Interstate Commerce Commission on October 1, 1990 at 12:05 pm under recordation number 17040, and the Rhodia Assumption Agreement was recorded with the Surface Transportation Board on December 13, 2000 at 11:49 am under recordation number 17040-I.

The railroad equipment subject to the Lease is described on Schedule 1.

It is expressly understood and agreed by the parties hereto that (a) this Agreement has been executed and delivered by Wilmington Trust Company, not individually or personally but solely as Trustee of the Seller (in such capacity, the "Trustee") in the exercise of the powers and authority conferred and vested in it as Trustee under the Trust Agreement of the Seller, (b) each of the representations, undertakings and agreements made on the part of the Seller herein are made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but are made and intended for the purpose of binding only the Seller, (c) nothing contained herein shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenants either expressed or implied contained herein, and (d) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Seller or be liable for the breach or failure of

any obligation, representation, warranty or covenant made or undertaken by the Seller under this Agreement.



**GATX CORPORATION**

By: \_\_\_\_\_

Name: Anders Vestergaard

Title: Vice President

State of Illinois )

City of Chicago )

On this, the 16<sup>th</sup> day of December 2015 before me, a Notary Public in and for said County and State, personally appeared Anders Vestergaard VP of GATX Corporation, who acknowledged himself to be a duly authorized officer of GATX Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Catrina Mosley  
Name: Catrina Mosley  
Notary Public

My Commission Expires: April 23, 2019  
Residing in: Chicago, IL



**Schedule 1**  
**to Memorandum of Assignment and Assumption**

(List of Equipment)

| <u>Count</u> | <u>Car</u><br><u>Mark</u> | <u>Car</u><br><u>Number</u> |
|--------------|---------------------------|-----------------------------|
| 1            | IPBX                      | 17153                       |
| 2            | IPBX                      | 17156                       |
| 3            | IPBX                      | 17158                       |
| 4            | IPBX                      | 17159                       |
| 5            | IPBX                      | 17160                       |
| 6            | IPBX                      | 17167                       |

**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: December 18, 2015

  
\_\_\_\_\_  
Claire E. Murphy