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January 11, 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 and Assumption Agreement, dated as of January 11, 2016, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Assignor: GATX Corporation
222 West Adams Street, Suite 500
Chicago, IL 60606

Assignee: Stonebriar Commercial Finance LLC
5800 Granite Parkway, Suite 860
Plano, TX 75024

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

66 covered hopper railcars: MRMX 130315 – MRMX 130380, inclusive.

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

Memorandum of Assignment and Assumption Agreement

Section Chief
January 11, 2016
Page 2

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 AND
ASSUMPTION AGREEMENT
(Badger Mining)**

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of this 11th day of January, 2016, is made by GATX CORPORATION, a New York corporation, with an address at 222 West Adams Street, Suite 500, Chicago, IL 60606 (“**Assignor**”), and STONEBRIAR COMMERCIAL FINANCE LLC, a Delaware limited liability company, with an address at 5800 Granite Parkway, Suite 860, Plano, TX 75024 (“**Assignee**” and, together with Assignor, the “**Parties**”).

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Assignor and Assignee have entered into that certain Purchase Agreement (the “**Purchase Agreement**”) dated as of January 11, 2016 relating to the sale by Assignor to Assignee of sixty-six (66) 3,258 cubic foot capacity covered hopper railcars marked and numbered MRMX 130315 through MRMX 130380, inclusive (the “**Cars**”), and the assignment by Assignor and assumption by Assignee of Assignor’s right, title and interest in, and obligations under, Rider No. 3 to Car Service Contract No. 7754 dated as of February 1, 2008 (as amended or renewed, the “**Rider**”) to the GATX Rail Car Net Lease Contract No. 7754, dated as of June 1, 2006, between Assignor, as successor by merger to GATX Financial Corporation, as Lessor, and Badger Mining Corporation, as successor-in-interest to Logichaul, LLC, as Lessee (as amended, the “**Lease Agreement**”), and Assignor’s right, title and interest in, and obligations under the Lease Agreement as it relates to the Cars;

WHEREAS, pursuant to the Purchase Agreement and an Assignment and Assumption Agreement of even date therewith (the “**Assignment Agreement**”), Assignee has acquired all of Assignor’s interest in the Cars and Assignor’s interest in the Rider and the Lease Agreement as each relates to the Cars;

WHEREAS, the Cars are currently subject to the Rider and the Lease Agreement;

WHEREAS, the Parties wish to show for the public record the existence of the aforesaid assignment by Assignor of its right, title and interest in the Cars, and its right title and interest in and obligations under the Rider and the Lease Agreement as each relates to the Cars, and accordingly the Parties have caused this Memorandum of Assignment and Assumption Agreement 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 is hereby acknowledged by each of the Parties hereto, by this instrument Assignor and Assignee hereby confirm Assignor’s sale of the Cars to Assignee and the assignment to Assignee of Assignor’s right, title and interest in, and obligations under, the Rider and the Lease Agreement as each relates to the Cars.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment and Assumption Agreement 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 Assignor 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 Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

GATX CORPORATION

By: 
Name: LINDA HEXEM
Title: Vice President & Managing Director

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its respective authorized officers and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

STONEBRIAR COMMERCIAL FINANCE LLC

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum of Assignment and Assumption Agreement 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 Assignor 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 Assignor. I further declare under penalty of perjury that the foregoing is true and correct.

GATX CORPORATION

By: _____
Name: _____
Title: _____

I certify that I hold the title set forth below, that this instrument was signed on behalf of Assignee by authority of its respective authorized officers and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Assignee. I further declare under penalty of perjury that the foregoing is true and correct.

STONEBRIAR COMMERCIAL FINANCE LLC

By: Jeffrey L. Wilkinson
Name: Jeffrey L. Wilkinson
Title: SVP & Chief Credit Officer

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: January 11, 2016



Claire E. Murphy