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December 23, 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, dated as of December 23, 2015, 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 (BNSF 2009-A) previously filed with the Board under Recordation Number 27821.

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

Assignor: BTMU Capital Leasing & Finance, Inc.
(successor to BTMU Capital Corporation)
111 Huntington Avenue, Suite 400
Boston, Massachusetts 02199

Assignee: Banc of America Leasing & Capital, LLC
2059 Northlake Parkway, 3rd Floor N
Tucker, GA 30084-5321

Chief, Section of Administration
December 23, 2015
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A description of the railroad equipment covered by the enclosed document is:

68 SD70ACe Locomotives within the series BNSF 9237 through BNSF 9304, inclusive; 80 ES44DC Locomotives within the series BNSF 7395 through BNSF 7474, inclusive; 220 53' (3-Well) Doublestack Cars within the series BNSF 254143 through BNSF 254366; 148 AutoMax II Cars within the series AOK 502221 through AOK 502566; and 228 Covered Hopper Cars within the series BNSF 487942 through BNSF 488176, as more particularly set forth in the equipment schedule attached to the document.

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

Memorandum of Assignment.

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,



Edward M. Luria

EML/bhs
Enclosures

MEMORANDUM OF ASSIGNMENT

THIS MEMORANDUM OF ASSIGNMENT OF LEASE dated as of this 23rd day of December, 2015, is made by BTMU CAPITAL LEASING & FINANCE, INC. ("Assignor") and BANC OF AMERICA LEASING & CAPITAL, LLC (the "Assignee", and, together with the Assignor, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Assignor and Assignee entered into that certain Assignment and Assumption Agreement (the "Assignment") dated as of December 23, 2015 relating to the sale by Assignor to Assignee of certain rolling stock as more particularly described on Exhibit A attached hereto (the "Equipment") and the assignment by Assignor and assumption by Assignee of Assignor's right, title and interest in, and obligations under, the following agreements (collectively, the "Assigned Agreements"): (a) the Equipment Lease Agreement (BNSF 2009-A) dated as of February 2, 2009 (the "Lease"), between Assignor (as assignee of BTMU Capital Corporation ("Original Lessor")), as lessor, and BNSF Railway Company, as lessee ("Lessee"), (b) the Trust Indenture and Security Agreement (BNSF 2009-A), dated as of February 2, 2009 (the "Indenture") between Assignor (as assignee of Original Lessor) and Wells Fargo Bank Northwest, National Association, not in its individual capacity, but solely as Indenture Trustee, (c) the Lease Supplement No. 1 (BNSF 2009-A), dated February 26, 2009 (the "Lease Supplement"), between Assignor (as assignee of Original Lessor) and Lessee, (d) the Trust Indenture Supplement No. 1 (BNSF 2009-A), dated February 26, 2009 (the "Indenture Supplement"), by Assignor (as assignee of Original Lessor) and (e) the Lessee Mortgage Agreement (BNSF 2009-A), dated as of February 2, 2009 (the "Lessee Mortgage"), made by Assignor (as assignee of Original Lessor) in favor of Lessee.

WHEREAS, Memoranda with respect to the Lease, the Indenture, the Lease Supplement, the Indenture Supplement and the Lessee Mortgage were (a) filed with the Surface Transportation Board pursuant to the provisions of 49 U.S.C. Section 11301(b) and appear under Recordation Numbers 27821, 27821-A, 27821-B, 27821-C and 27821-E, respectively and (b) filed with the Registrar General of Canada on February 25, 2009 pursuant to Section 105 of the Canada Transportation Act.

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, and obligations under, the Assigned Agreements to Assignee, 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 the Assignor hereby confirms the sale of the Equipment to Assignee and the assignment to Assignee of Assignor's right, title and interest in, and obligations under, the Assigned Agreement in accordance with the terms and conditions of the Assignment, and the Assignee confirms and accepts such terms and conditions, which are incorporated by reference as if fully set forth herein.

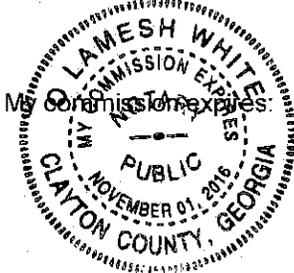
[Signature Page Follows]

BANC OF AMERICA LEASING & CAPITAL, LLC
Assignee

By: *Pam Holz*
Name: **Pam Holz**
Title: **Vice President**

STATE OF Georgia)
COUNTY OF DeKalb) SS.:

On this 21st day of December, 2015, before me personally appeared *Pam Holz*, to me personally known, who, by me being duly sworn, says that he/she is Vice President of BANC OF AMERICA LEASING & CAPITAL, LLC, that the foregoing instrument was signed on behalf of said company, by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Lamesh White
LAMESH WHITE
NOTARY PUBLIC
Clayton County
State of Georgia
My Comm. Expires Nov. 01, 2016

EXHIBIT A
EQUIPMENT

68 SD70Ace Locomotives BNSF 9237 through BNSF 9304, inclusive

80 ES44DC Locomotives BNSF 7395 through BNSF 7474, inclusive

220 53' (3-Well) Doublestack Cars BNSF 254143 through BNSF 254161, inclusive; BNSF 254163 through BNSF 254190, inclusive; BNSF 254192 through BNSF 254194, inclusive; BNSF 254196 through BNSF 254258, inclusive; BNSF 254260 through BNSF 254366, inclusive

148 Automax II Cars AOK 502221; AOK 502228; AOK 502233 through AOK 502236, inclusive; AOK 502241; AOK 502245 through AOK 502249, inclusive; AOK 502252 through AOK 502258, inclusive; AOK 502260 through AOK 502261, inclusive; AOK 502355 through AOK 502388 inclusive, AOK 502464 through AOK 502509 inclusive; AOK 502511 through AOK 502554 inclusive; AOK 502556; AOK 502564; AOK 502566

228 Covered Hopper Cars BNSF 487942 through BNSF 487962, inclusive; BNSF 487964 through BNSF 487991, inclusive; BNSF 487993 through BNSF 488055, inclusive; BNSF 488058 through BNSF 488100, inclusive; BNSF 488102 through BNSF 488118, inclusive; BNSF 488120 through BNSF 488170, inclusive; BNSF 488172 through BNSF 488176, inclusive

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 23, 2015 *Edward M Luria*
Edward M. Luria