

RECORDATION NO. 31891-A FILED  
August 27, 2015 01:20 PM  
SURFACE TRANSPORTATION BOARD

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

August 27, 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 a Memorandum of Loan and Security Agreement, dated as of August 27, 2015, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Equipment Financing and Lease Agreement being filed with the Board under Recordation Number 31891.

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

Lessor: BTMU Capital Leasing & Finance, Inc.  
111 Huntington Avenue  
Boston, MA 02199

Administrative Agent: BTMU Capital Leasing & Finance, Inc.  
111 Huntington Avenue  
Boston, MA 02199

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

75 tank cars within the series CRGX 29756 – CRGX 29855 as set forth in the attachment to the document.

Section Chief  
August 27, 2015  
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A short summary of the document to appear in the index is:

Memorandum of Loan and Security 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,



Edward M. Luria

EML/sem  
Enclosures

MEMORANDUM OF LOAN AND SECURITY AGREEMENT dated as of August 27, 2015, between BTMU CAPITAL LEASING & FINANCE, INC., a Delaware corporation, as Lessor (in such capacity, together with its successors and assigns, the "Lessor"), and BTMU CAPITAL LEASING & FINANCE, INC., a Delaware corporation, as Administrative Agent for the various institution from time to time party to the Loan Agreement (referred to below) (together with its successors and assigns, the "Administrative Agent"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto in the Loan Agreement.

Lessor, Administrative Agent and Lenders have entered into that certain Loan and Security Agreement dated as of August 25, 2015 (the "Loan Agreement") (the terms of which are incorporated herein by reference), covering the railroad equipment (the "Equipment") identified in Schedule A hereto, bearing the equipment numbers shown in said Schedule A, and any supplement thereto and replacements thereof and substitutions therefor. All capitalized terms used but not defined herein shall have the respective meanings referenced in the Loan Agreement.

As security for the payment and performance of its obligations set forth in the Loan Agreement and in each other Operative Document to which it is a party, Lessor has granted, pledged, encumbered and assigned to the Administrative Agent, for the benefit of the Lenders, a Lien on and in all of Lessor's rights and interests in, to and under and with respect to:

(1) the Equipment, including, without limitation, all replacements thereof and substitutions therefor in which Lessor shall from time to time acquire an interest as provided in the Agreement, all as more particularly described in the Loan Agreement Supplements executed and delivered with respect to the Equipment from time to time and any such replacements or substitutions therefor, as provided in the Loan Agreement, together with all accessories, appliances, equipment, parts and appurtenances appertaining or attached to the Equipment, whether now owned or hereafter acquired by Lessor, and all additions, improvements, accessions and accumulations to the Equipment, and all records and other documents at any time maintained with respect to the foregoing property;

(2) the Agreement and all Rent thereunder including, without limitation, all amounts of Basic Rent, Supplemental Rent, and payments of any kind thereunder or in respect thereof now or hereafter becoming due thereunder, together with the Operative Documents and any and all other contracts and agreements relating to the Equipment or any rights or interests therein of Lessor to which Lessor is now or may hereafter be a party, including without limitation, in the case of each such Operative Document or other contract or agreement, (A) all amounts or other payments of any kind paid or payable by the obligor(s) thereunder or in respect thereof to Lessor whether in its capacity as Lessor or otherwise as well as all rights of Lessor to enforce payment of any such amounts or payments, (B) together with all rights, powers, privileges, licenses, easements, options and other benefits of Lessor under each thereof, including, without limitation, all rights of Lessor to exercise any election or option or to make any decision or determination or to give or receive any notice, consent, waiver or approval or to

take any other action under or in respect of any such document or to accept surrender or redelivery of the Equipment or any part thereof, as well as all the rights, powers and remedies on the part of Lessor, whether acting under any such document or by statute or at law or in equity, or otherwise, arising out of any Default, Event of Default or otherwise, and the right to enforce any and all warranties with respect to the Equipment, and (C) any right to restitution from Lessee in respect of any determination of invalidity of any such document;

(3) and all rents, issues, profits, revenues, insurance and requisition proceeds, and other proceeds of the foregoing.

The Loan Agreement and any Loan Supplement shall be effective as of the respective dates thereof.

This memorandum may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one such memorandum.





**Schedule A**

**DESCRIPTION OF EQUIPMENT**

75 vegetable oil tankcars manufactured in 2015 by Trinity Tank Car, Inc.

Car Mark	Car Nr
CRGX	29756
CRGX	29757
CRGX	29781
CRGX	29782
CRGX	29783
CRGX	29784
CRGX	29785
CRGX	29787
CRGX	29788
CRGX	29789
CRGX	29790
CRGX	29791
CRGX	29793
CRGX	29794
CRGX	29795
CRGX	29796
CRGX	29797
CRGX	29798
CRGX	29799
CRGX	29800
CRGX	29801
CRGX	29802
CRGX	29803
CRGX	29804
CRGX	29805
CRGX	29806
CRGX	29807
CRGX	29808
CRGX	29809
CRGX	29810
CRGX	29811
CRGX	29812
CRGX	29813

CRGX	29814
CRGX	29815
CRGX	29816
CRGX	29817
CRGX	29818
CRGX	29819
CRGX	29820
CRGX	29821
CRGX	29822
CRGX	29823
CRGX	29824
CRGX	29825
CRGX	29826
CRGX	29827
CRGX	29828
CRGX	29829
CRGX	29830
CRGX	29831
CRGX	29832
CRGX	29833
CRGX	29834
CRGX	29835
CRGX	29836
CRGX	29837
CRGX	29838
CRGX	29839
CRGX	29840
CRGX	29841
CRGX	29842
CRGX	29843
CRGX	29844
CRGX	29845
CRGX	29846
CRGX	29847
CRGX	29848
CRGX	29849
CRGX	29850
CRGX	29851
CRGX	29852
CRGX	29853
CRGX	29854

CRGX	29855
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**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: August 27, 2015

*Edward M. Luria*

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Edward M. Luria