RECORDATION NO. 20487-A FILED

APR 28 '04 12-35 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

April 28, 2004

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

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 April 26, 2004, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the previously filed documents which were filed with the Board under Recordation Number 20487.

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

Assignor: Bank of America, National Association
(successor to NationsBanc of Texas, National Association)
c/o Banc of America Leasing & Capital, LLC
555 California Street
4th Floor
San Francisco, California 94105

Assignee: General Electric Capital Corporation
120 Long Ridge Road
Stamford, Connecticut 06927

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Memorandum"), dated the 26th day of April, 2004, is made by Bank of America, National Association (successor to NationsBanc of Texas, National Association), Assignor, and General Electric Capital Corporation, Assignee.

W I T N E S S E T H:

The Parties hereto have entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of December 31, 2003;

Under the Assignment and Assumption Agreement, the Assignor has assigned all of its right, title and interest in and to certain railroad equipment and leases and beneficial interests therein to Assignee, and Assignee has accepted and assumed all duties and obligations of Assignor with respect thereto arising on or after the date thereof. The interests assigned in the Assignment and Assumption Agreement are defined, collectively, as the Assigned Owner Interests. The documents being assigned are identified in Exhibit A attached hereto. The railroad equipment subject to the Assignment and Assumption Agreement is identified in Exhibit B attached hereto.

The Parties wish to show for the public record the existence of the aforementioned Assignment and Assumption Agreement and the respective interests therein of the Parties.

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SURFACE TRANSPORTATION BOARD

(20183, 20484-20500)

IN WITNESS WHEREOF, the each of the Parties has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

BANK OF AMERICA, NATIONAL ASSOCIATION
(Successor to NationsBanc of Texas, National Association),
Assignor

By: _____

Name: Kim Lee

Title: Managing Director

GENERAL ELECTRIC CAPITAL CORPORATION,
Assignee

By: _____

Name: _____

Title: _____

(20183, 20484-20500)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of San Francisco } ss.

On April 23rd, 2004 (Date), before me, Yvette Montalvo Baron, Notary Public (Name and Title of Officer (e.g., "Jane Doe, Notary Public")),

personally appeared Kim Lee (Name(s) of Signer(s)),

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

YVETTE MONTALVO BARON
Commission # 1275165
Notary Public - California
San Francisco County
My Comm. Expires Sep 23, 2004

WITNESS my hand and official seal.

Yvette Montalvo Baron
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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IN WITNESS WHEREOF, the each of the Parties has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

BANK OF AMERICA, NATIONAL ASSOCIATION
(Successor to NationsBanc of Texas, National Association),
Assignor

By:_____

Name:_____

Title:_____

GENERAL ELECTRIC CAPITAL CORPORATION,
Assignee

By:_____

Name: Keith A. Helming

Title: Vice President

(20183, 20484-20500)

State of Connecticut

ss. (Stamford)

County of Fairfield

On this 26th day of April 2004, before me, Diane Marie Simalchik, the undersigned officer, personally appeared Keith A. Helming, who acknowledged himself to be a Vice President of General Electric Capital Corporation and that he as Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

In witness whereof I hereunto set my hand.

DIANE MARIE SIMALCHIK
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2005

Diane Marie Simalchik
Notary Public

My Commission Expires:
November 30, 2005

EXHIBIT A

PORT TERMINAL RAILROAD ASSOCIATION

1. Master Equipment Lease Agreement, dated as of January 1, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Amendment No. 1, dated August 23, 1996.

    b. Amendment No. 2, dated December 30, 1996.

2. Purchase Agreement, dated as of January 22, 1996, between MK Rail Corporation and Port Terminal Railroad Association.

3. Intercreditor Agreement and Security Agreement, dated as of January 22, 1996, among Port Terminal Railroad Association, BankAmerica Business Credit, Inc. and MK Rail Corporation.

4. Assignment Agreement, dated as of January 22, 1996, among Port Terminal Railroad Association, NationsBank of Texas, National Association and MK Rail Corporation.

5. Construction Advance Agreement, dated as of January 22, 1996, between Port Terminal Railroad Association and NationsBank of Texas, National Association.

    a. Agreement, dated January 22, 1996, between MK Rail Corporation and Port Terminal Railroad Association.

    b. Revision of Schedule IV to Manufacturing Agreement, dated March 22, 1996.

6. Notice and Acknowledgment of Consent to Intereditor Agreement and Security Agreement, dated January 24, 1996, among Port Terminal Railroad Association, MK Rail Corporation, BankAmerica Business Credit, Inc. and NationsBank of Texas, National Association.

7. Lease Supplement and Acceptance Certificate No. 1, dated as of July 8, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated June 8, 1996, for Locomotive PTRA 9601.

b. Warranty Bill of Sale, dated June 8, 1996, for Locomotive PTRA 9603.

c. Warranty Bill of Sale, dated June 8, 1996, for Locomotive PTRA 9604.

d. Certificate of Acceptance for Locomotive PTRA 9601.

e. Certificate of Acceptance for Locomotive PTRA 9603.

f. Certificate of Acceptance for Locomotive PTRA 9604.

8. Lease Supplement and Acceptance Certificate No. 2, dated August 9, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

a. Warranty Bill of Sale, dated August 9, 1996, for Locomotive PTRA 9606.

b. Certificate of Acceptance for Locomotive PTRA 9606.

9. Lease Supplement and Acceptance Certificate No. 3, dated August 23, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

a. Warranty Bill of Sale, dated August 23, 1996, for Locomotive PTRA 9605.

b. Warranty Bill of Sale, dated August 23, 1996, for Locomotive PTRA 9602.

c. Certificate of Acceptance for Locomotive PTRA 9602.

d. Certificate of Acceptance for Locomotive PTRA 9605.

10. Lease Supplement and Acceptance Certificate No. 4, dated August 27, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

a. Warranty Bill of Sale, dated August 27, 1996, for Locomotive PTRA 9607.

b. Certificate of Acceptance for Locomotive PTRA 9607.

11. Lease Supplement and Acceptance Certificate No. 5, dated September 5, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated September 5, 1996, for Locomotive PTRA 9608.

    b. Certificate of Acceptance for Locomotive PTRA 9608.

12. Lease Supplement and Acceptance Certificate No. 6, dated September 6, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated September 6, 1996, for Locomotive PTRA 9609

    b. Certificate of Acceptance for Locomotive PTRA 9609.13.

13. Lease Supplement and Acceptance Certificate No. 7, dated September 22, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated September 22, 1996, for Locomotive PTRA 9611.

    b. Certificate of Acceptance for Locomotive PTRA 9611.

14. Lease Supplement and Acceptance Certificate No. 8, dated September 25, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated September 25, 1996, for Locomotive PTRA 9612.

    b. Certificate of Acceptance for Locomotive PTRA 9612.

15. Lease Supplement and Acceptance Certificate No. 9, dated October 2, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated October 2, 1996, for Locomotive PTRA 9613

    b. Warranty Bill of Sale, dated October 2, 1996, for Locomotive

PTRA 9614.

c. Certificate of Acceptance for Locomotive PTRA 9613.

d. Certificate of Acceptance for Locomotive PTRA 9614.

16. Lease Supplement and Acceptance Certificate No. 10, dated October 6, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated October 6, 1996, for Locomotive PTRA 9615.

    b. Certificate of Acceptance for Locomotive PTRA 9615

17. Lease Supplement and Acceptance Certificate No. 11, dated October 11, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated October 11, 1996, for Locomotive PTRA 9610.

    b. Warranty Bill of Sale, dated October 11, 1996, for Locomotive PTRA 9616.

    c. Certificate of Acceptance for Locomotive PTRA 9610.

    d. Certificate of Acceptance for Locomotive PTRA 9616.

18. Lease Supplement and Acceptance Certificate No. 12, dated November 1, 1996 between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated November 1, 1996, for Locomotive PTRA 9618.

    b. Certificate of Acceptance for Locomotive PTRA 9618.

19. Lease Supplement and Acceptance Certificate No. 13, dated November 3, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated November 3, 1996, for Locomotive PTRA 9619.

    b. Warranty Bill of Sale, dated November 3, 1996, for Locomotive PTRA 9620.

c. Certificate of Acceptance for Locomotive PTRA 9619
d. Certificate of Acceptance for Locomotive PTRA 9620

20. Lease Supplement and Acceptance Certificate No. 14, dated November 10, 1996 between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated November 10, 1996, for Locomotive PTRA 9617.

    b. Certificate of Acceptance for Locomotive PTRA 9617.

21. Lease Supplement and Acceptance Certificate No. 15, dated November 15, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated November 15, 1996, for Locomotive PTRA 9621.

    b. Certificate of Acceptance for Locomotive PTRA 9621.

22. Lease Supplement and Acceptance Certificate No. 16, dated November 16, 1996 between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated November 16, 1996, for Locomotive PTRA 9622.

    b. Certificate of Acceptance for Locomotive PTRA 9622

23. Lease Supplement and Acceptance Certificate No. 17, dated November 20, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association

    a. Warranty Bill of Sale, dated November 20, 1996, for Locomotive PTRA 9623.

    b. Certificate of Acceptance for Locomotive PTRA 9623.

24. Lease Supplement and Acceptance Certificate No. 18, dated November 30, 1996, between NationsBank of Texas, National Association and Port Terminal Railroad Association.

    a. Warranty Bill of Sale, dated November 30, 1996, for Locomotive PTRA 9624.
    b. Certificate of Acceptance for Locomotive PTRA 9624.

EXHIBIT B
(Rec. Nos. 20183, 20484-20500)

Rec. No.	Locomotives
20183	PTRA 9601, 9603, 9604
20484	PTRA 9606
20485	PTRA 9602, 9605
20486	PTRA 9607
20487	PTRA 9608
20488	PTRA 9609
20489	PTRA 9610, 9616
20490	PTRA 9611
20491	PTRA 9612
20492	PTRA 9613, 9614
20493	PTRA 9615
20494	PTRA 9617
20495	PTRA 9618
20496	PTRA 9619, 9620
20497	PTRA 9621
20498	PTRA 9622
20499	PTRA 9623
20500	PTRA 9624

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, 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: 4/28/04

Robert W. Alvord