

AUG 12 '05 4-04 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

August 10, 2005

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 August 5, 2005, 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 17957.

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

Assignor: Tucker Commercial Lease Funding, LLC
2059 North Lake Parkway, 4th Floor
Tucker, Georgia 30084-4431

Assignee: Bank of America Leasing & Capital, LLC
555 California Street, 4th Floor
San Francisco, California 94104

RECGRDAT ON NO. 17957-P FILED

AUG 12 '05 4-04 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

BETWEEN

BANC OF AMERICA LEASING & CAPITAL, LLC

AND

TUCKER COMMERCIAL LEASE FUNDING, LLC

AUGUST 5, 2005

This Memorandum of Assignment and Assumption Agreement is made and entered into as of August 5, 2005, by and between Tucker Commercial Lease Funding, LLC, a Delaware limited liability company ("Assignor"), and Banc of America Leasing & Capital, LLC, a Delaware limited liability company ("Assignee").

WITNESSETH:

1. Assignee, as Lessor and successor to Nationsbank Leasing Corporation, leased to The Kansas City Southern Railway Company, as successor to TennRail Corporation, as Lessee ("Lessee"), two hundred thirty-four (234) 70-ton, 50-foot six-inch boxcars marked and numbered within the series WCTR 102203 through WCTR 102799, pursuant to that certain Equipment Lease Agreement dated as of September 30, 1992, and Lease Supplement Nos. 1, 2, 3, 4 and 5 thereto (collectively, the "Lease").
2. Assignee assigned to Assignor all of its right, title and interest in and to the Lease and the boxcars leased thereunder in connection with a financing transaction in or around 2001.
3. Pursuant to a Renewal Agreement dated February 18, 2005 Lessee and Assignor (by Assignee in its capacity as agent for Assignor) extended the Lease for an additional 12-month term. The Renewal Agreement covered 222 of the 234 boxcars, reflecting the deletion of 12 boxcars from the Lease (two (2) additional boxcars having since been deleted from the Renewal Agreement due to casualty, leaving 220 boxcars thereunder (the "Cars"). The reporting marks and numbers for the Cars are reflected in the attached Railcar List.
4. Assignor has assigned to Assignee and Assignee has accepted from Assignor the Lease, as modified by the Renewal Agreement, and the Cars.
5. This Memorandum of Assignment Agreement may be executed by the parties hereto in any number of counterparts, and all counterparts taken together shall be deemed to constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective officers as of the date and year first above written.

BANC OF AMERICA LEASING & CAPITAL, LLC

By: M. W. [Signature]
Title: Vice President

TUCKER COMMERCIAL LEASE FUNDING, LLC

By: Carol Jones
Title: PRESIDENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO } ss.

On 8-9-2003
Date

before me,

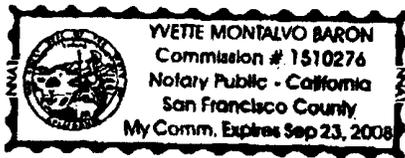
YVETTE MONTALVO BARON
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

MARIANN BOROWSKI
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.



WITNESS my hand and official seal.

Place Notary Seal Above

Yvette Montalvo Baron
Signature of Notary Public

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(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2005, before me personally appeared _____, to me personally known, who being by me duly sworn, says that s/he is the _____ of Banc of America Leasing & Capital, LLC, and that the foregoing instrument was signed on behalf of said company, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

NOTARY PUBLIC

My commission expires: _____

STATE OF Georgia)
) ss.
COUNTY OF Gwinnett)

On this 9 day of August, 2005, before me personally CAROL JONES to me personally known, who being by me duly sworn, says that s/he is the Vice President of Tucker Commercial Lease Funding, LLC and that the foregoing instrument was signed on behalf of said corporation, and s/he acknowledged that the execution of the said instrument was her or his free act and deed.

Gail C. Beall
NOTARY PUBLIC

GAIL C. BEALL
Notary Public, Gwinnett County, Georgia
My Commission Expires March 20, 2009

My commission expires: _____

\\Maximus\SHARED\Purchase Agts\2005\GLC PURCHASE 220 BOX FROM BANC OF AMERICA\PURCHASE K V4.doc

RAILCAR LIST

ATW 102203	ATW 102287	ATW 102360	ATW 102434	ATW 102770
ATW 102205	ATW 102288	ATW 102361	ATW 102438	ATW 102771
ATW 102206	ATW 102290	ATW 102364	ATW 102439	ATW 102772
ATW 102207	ATW 102294	ATW 102365	ATW 102440	ATW 102773
ATW 102208	ATW 102296	ATW 102366	ATW 102446	ATW 102774
ATW 102210	ATW 102297	ATW 102368	ATW 102447	ATW 102775
ATW 102211	ATW 102299	ATW 102369	ATW 102450	ATW 102776
ATW 102213	ATW 102300	ATW 102370	ATW 102451	ATW 102777
ATW 102214	ATW 102302	ATW 102371	ATW 102452	ATW 102778
ATW 102215	ATW 102303	ATW 102372	ATW 102453	ATW 102779
ATW 102217	ATW 102304	ATW 102374	ATW 102456	ATW 102780
ATW 102218	ATW 102305	ATW 102375	ATW 102459	ATW 102781
ATW 102219	ATW 102306	ATW 102376	ATW 102460	ATW 102782
ATW 102220	ATW 102307	ATW 102378	ATW 102464	ATW 102784
ATW 102222	ATW 102308	ATW 102380	ATW 102467	ATW 102785
ATW 102225	ATW 102310	ATW 102382	ATW 102468	ATW 102786
ATW 102228	ATW 102312	ATW 102385	ATW 102470	ATW 102787
ATW 102230	ATW 102315	ATW 102387	ATW 102473	ATW 102788
ATW 102231	ATW 102316	ATW 102388	ATW 102474	ATW 102789
ATW 102233	ATW 102317	ATW 102389	ATW 102475	ATW 102790
ATW 102239	ATW 102318	ATW 102390	ATW 102478	ATW 102792
ATW 102240	ATW 102320	ATW 102391	ATW 102482	ATW 102793
ATW 102241	ATW 102321	ATW 102394	ATW 102485	ATW 102794
ATW 102242	ATW 102322	ATW 102396	ATW 102487	ATW 102795
ATW 102243	ATW 102323	ATW 102397	ATW 102490	ATW 102796
ATW 102245	ATW 102324	ATW 102399	ATW 102491	ATW 102797
ATW 102253	ATW 102325	ATW 102400	ATW 102492	ATW 102798
ATW 102254	ATW 102326	ATW 102403	ATW 102493	ATW 102799
ATW 102257	ATW 102328	ATW 102405	ATW 102494	
ATW 102259	ATW 102329	ATW 102408	ATW 102496	
ATW 102260	ATW 102330	ATW 102409	ATW 102498	
ATW 102263	ATW 102333	ATW 102410	ATW 102499	
ATW 102264	ATW 102334	ATW 102412	ATW 102515	
ATW 102265	ATW 102337	ATW 102413	ATW 102517	
ATW 102266	ATW 102338	ATW 102414	ATW 102531	
ATW 102267	ATW 102339	ATW 102415	ATW 102547	
ATW 102269	ATW 102341	ATW 102417	ATW 102561	
ATW 102270	ATW 102342	ATW 102418	ATW 102567	
ATW 102272	ATW 102345	ATW 102419	ATW 102570	
ATW 102273	ATW 102346	ATW 102422	ATW 102572	
ATW 102274	ATW 102347	ATW 102424	ATW 102581	
ATW 102278	ATW 102348	ATW 102425	ATW 102591	
ATW 102280	ATW 102349	ATW 102426	ATW 102642	
ATW 102282	ATW 102350	ATW 102429	ATW 102644	
ATW 102283	ATW 102352	ATW 102430	ATW 102765	
ATW 102284	ATW 102355	ATW 102431	ATW 102766	
ATW 102285	ATW 102357	ATW 102432	ATW 102768	
ATW 102286	ATW 102359	ATW 102433	ATW 102769	

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 10, 2005



Edward M. Luria

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 10, 2005

Handwritten signature of Edward M. Luria in cursive script.

Edward M. Luria