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RECORDATION NO. 25917 FILED

OCT 19 '05 3-01 PM

SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER
OF COUNSEL
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October 19, 2005

Honorable Vernon A. Williams
Secretary
Surface Transportation Board
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Lease Agreement and Assignment, a primary document, dated as of October 5, 2005. We request that this document be given the next available Recordation Number.

The names and addresses of the parties to the Memorandum of Lease Agreement and Assignment are:

Lessor:

National Capital Resources, LLC
1500 Market Street
Philadelphia, PA 19102

Lessee:

Massachusetts Bay Transportation Authority
10 Park Plaza
Boston MA 02116

BALL JANIK LLP

Honorable Vernon A. Williams
October 19, 2005
Page 2

Assignee:

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

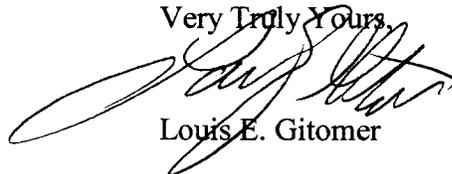
A description of the equipment covered by the Memorandum of Lease Agreement and Assignment consists of three Kawasaki Commuter Rail coaches numbered MBTX 905, 906, and 907.

A fee of \$33.00 is enclosed. Please return the original to:

Louis E. Gitomer
Of Counsel
Ball Janik LLP
Suite 225
1455 F Street, N.W.
Washington, DC 20005

A short summary of the document to appear in the index follows: Memorandum of Lease Agreement and Assignment among National Capital Resources, LLC, 1500 Market Street, Philadelphia, PA 19102, Massachusetts Bay Transportation Authority, 10 Park Plaza, Boston MA 02116, and Bank of America Leasing & Capital, LLC, 555 California Street, 4th Floor, San Francisco, CA 94104, covering three Kawasaki Commuter Rail coaches numbered MBTX 905, 906, and 907.

Very Truly Yours,



Louis E. Gitomer

Enclosures

RECORDATION NO. 25917 FILED

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF LEASE AGREEMENT AND ASSIGNMENT

dated as of October 5, 2005

among

**MASSACHUSETTS BAY TRANSPORTATION AUTHORITY,
as Lessee,**

**NATIONAL CAPITAL RESOURCES, LLC,
as Lessor**

and

**BANC OF AMERICA LEASING & CAPITAL, LLC
as Assignee**

MEMORANDUM OF LEASE AGREEMENT AND ASSIGNMENT

THIS MEMORANDUM OF LEASE AGREEMENT AND ASSIGNMENT is made and entered into as of October 5, 2005 (the "Memorandum"), among NATIONAL CAPITAL RESOURCES, LLC ("Lessor"), MASSACHUSETTS BAY TRANSPORTATION AUTHORITY ("Lessee"), and BANC OF AMERICA LEASING & CAPITAL, LLC ("Assignee") with reference to the following:

1. Lessor has agreed to purchase and lease to Lessee, and Lessee has agreed to lease from Lessor, those certain commuter rail coaches described on Exhibit No. 1 attached hereto (the "Coaches").

The Coaches are more fully described in that certain First Amendment to Master Equipment Lease/Purchase Agreement dated as of October 5, 2005, and Schedule of Property No. 6 dated as of October 5, 2005 thereto and incorporating the terms thereof, (together with all of the riders, schedules and other attachments thereto, collectively, the "Lease"), each between Lessor and Lessee.

2. Lessor has agreed to assign all of its all rights, title, interests, and obligations in, under and to the Lease and coaches to Assignee, and Assignee is accepting all of the same.
3. This Memorandum shall be effective as of the date hereof and shall be subject to the term specified in the Lease, and any extension of such term to the extent provided for in the Lease.

This Memorandum of Lease Agreement and Assignment may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Lease Agreement and Assignment.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement and Assignment to be executed as of the date first above written.

NATIONAL CAPITAL RESOURCES, LLC

By: _____
Name: _____
Title: _____

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY

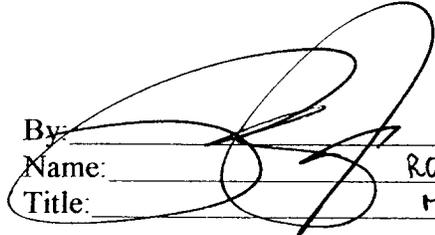
By:  _____
Name: Wesley G. Wallace, Jr.
Title: Treasurer-Controller

BANC OF AMERICA LEASING & CAPITAL,
LLC

By:  _____
Name: **Gail Smedal**
Title: **Vice President**

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Lease Agreement and Assignment to be executed as of the date first above written.

NATIONAL CAPITAL RESOURCES, LLC

By: 
Name: _____ RODNEY D. JONES
Title: _____ MANAGER

MASSACHUSETTS BAY TRANSPORTATION
AUTHORITY

By: _____
Name: _____
Title: _____

BANC OF AMERICA LEASING & CAPITAL,
LLC

By: _____
Name: _____
Title: _____

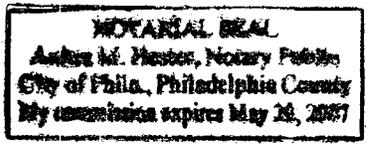
STATE OF PA)
) ss.
COUNTY OF Phila.)

On this 11th day of October, 2005, before me appeared Rodney Jones the person who signed this instrument, who acknowledged that (s)he is the manager of NATIONAL CAPITAL RESOURCES, LLC and that, being duly authorized, (s)he signed such instrument as a free act on behalf of said corporation.

[Seal]

Andrea M. Hester
Notary Public

My commission expires:



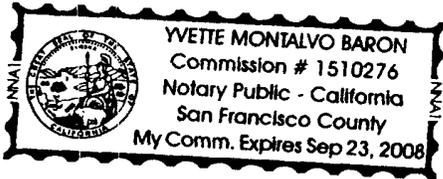
STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 17 day of October, 2005, before me appeared Gail Smedal, the person who signed this instrument, who acknowledged that she is the Vice-President of BANC OF AMERICA LEASING & CAPITAL, LLC and that, being duly authorized, she signed such instrument as a free act on behalf of said corporation.

[Seal]

Yvette Montalvo Baron
Notary Public

My commission expires: 9-23-2008



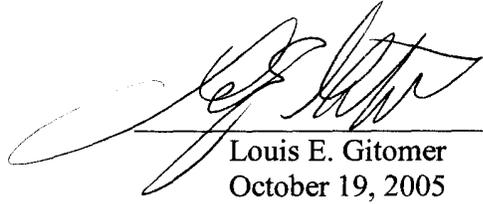
**EXHIBIT NO. 1
TO MEMORANDUM OF LEASE AGREEMENT**

DESCRIPTION OF COMMUTER RAIL COACHES AND REPORTING MARKS

Three Kawasaki Commuter Rail coaches numbered MBTX 905, 906 and 907.

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Memorandum of Lease Agreement and Assignment, dated as of October 5, 2005, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
October 19, 2005