RECORDATION NO. 26088 FILED

DEC 29 '05 12:08 PM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

December 29, 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 Equipment Lease, dated as of December 28, 2005, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

Lessor: Banc of America Leasing & Capital, LLC
One Financial Plaza
Providence, Rhode Island 02901

Lessee: Martin Marietta Materials, Inc.
2710 Wycliff Road
Raleigh, North Carolina 27622

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

193 centerbeam gondola cars within the series MWAX 1099 - MWAX 1347 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 Equipment Lease.

Also enclosed is a check in the amount of $33.00 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,

Robert W. Alvord

RWA/anm
Enclosures

RECORDATION NO. 26088 FILED

DEC 29 '05 12:08 PM

SURFACE TRANSPORTATION BOARD

Bank of America

One Financial Plaza
Providence, Rhode Island 02903-2208

FILED AND RECORDED WITH THE _____.
On: _____.
At: _____.
And given Recordation No.: _____.

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT dated as of December 28, 2005 by and between Banc of America Leasing & Capital, LLC, a Delaware limited liability company ("Lessor") and Martin Marietta Materials, Inc., a North Carolina corporation ("Lessee"), as such agreement relates to Equipment Schedule No. 15814-11500-002 thereof (together, the "Lease").

WITNESSETH:

1. Pursuant to the Lease, Lessor has agreed to lease to Lessee, and the Lessee has agreed to lease from the Lessor, 193 Gondola Cars bearing the Reporting Marks/Running Numbers and Serial Numbers set forth on the Schedule of Equipment attached hereto.

2. The Lease shall be effective as of the date set forth below and shall be subject to the Lease Term, as defined in the Lease.

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Memorandum of Equipment Lease Agreement to be signed and sealed by their respective duly authorized signatories as of the date set forth below.

Dated as of: December 28, 2005

Lessor:
BANC OF AMERICA LEASING & CAPITAL, LLC

By: _____
Name: Cheryl A. Valcourt
Title: Senior Vice President

Lessee:
MARTIN MARIETTA MATERIALS, INC.

By: _____
Name: Jouice K. Henry
Title: Sr. Vice-President & Treasurer

STATE OF: Rhode Island

SS.

COUNTY OF: Providence

On 12/29/05 before me, Gregory P. Toreolatti
(Notary Name and Title)

personally appeared Cheryl A. Valcourt personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the 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.

Signature: Gp. Ty

(Notary Seal)

STATE OF: North Carolina

COUNTY OF: Wake

SS.

On December 29, 2005 before me, BARBARA A. WOLF, NOTARY
(Notary Name and Title)

personally appeared JANICE K. HENRY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to within the 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.

Signature: Barbara A. Wolf
BARBARA A. WOLF
(Notary Seal)

Commission expires 11-23-08

BARBARA A. WOLF
NOTARY
* * *
PUBLIC
WAKE COUNTY, N.C.

SCHEDULE OF EQUIPMENT

Attached hereto and made part of the following documents: Memorandum of Equipment Lease Agreement

With: **Martin Marietta Materials, Inc.**
APPLICABLE RECOVERY PERIOD: 7 Years

SERIAL NUMBER

Vendor: National Steel Car Limited
600 Kenilworth Avenue
P.O. box 2450
Hamilton, Ontario, Canada
L8N3J4

The following Equipment is initially located at: 8200 IH 10 West, Suite 600
San Antonio, TX 78230

193 73ft Centerbeam Gondola Cars

Invoice #37148 **Martin Marietta** **National Steel Car Limited**

Car Number	Shop Number	Light Weight	Load Limit
MWAX 1283	283	53,900	232,100
MWAX 1284	284	53,900	232,100
MWAX 1286	286	53,900	232,100
MWAX 1287	287	54,000	232,000
MWAX 1300	300	54,100	231,900
MWAX 1301	301	54,000	232,000
MWAX 1297	297	54,100	231,900
MWAX 1298	298	54,100	231,900
MWAX 1299	299	54,100	231,900
MWAX 1302	302	54,000	232,000
MWAX 1306	306	54,100	231,900
MWAX 1290	290	54,000	232,000
MWAX 1292	292	53,900	232,100
MWAX 1293	293	54,000	232,000
MWAX 1294	294	53,900	232,100
MWAX 1295	295	53,800	232,200
MWAX 1288	288	54,000	232,000
MWAX 1289	291	54,000	231,900
MWAX 1291	291	54,000	232,000
MWAX 1296	296	54,100	231,900
MWAX 1310	310	54,100	231,900
MWAX 1311	311	54,100	231,900
MWAX 1303	303	54,100	231,900
MWAX 1304	304	54,100	232,200
MWAX 1305	305	53,800	232,200
MWAX 1312	312	54,000	232,000

SCHEDULE OF EQUIPMENT

Attached hereto and made part of the following documents: Memorandum of Equipment Lease Agreement

With: **Martin Marietta Materials, Inc.**
APPLICABLE RECOVERY PERIOD: 7 Years

			SERIAL NUMBER
MWAX 1313	313	54,100	231,900
MWAX 1314	314	54,100	231,900
MWAX 1307	307	54,100	231,900
MWAX 1308	308	54,000	232,000
MWAX 1321	321	53,900	232,100
MWAX 1322	322	53,800	232,200
MWAX 1323	323	54,200	231,800
MWAX 1327	327	54,100	231,900
MWAX 1328	328	54,200	231,800
MWAX 1324	324	54,000	232,000
MWAX 1329	329	54,100	231,900
MWAX 1330	330	54,100	231,900
MWAX 1331	331	53,900	232,100
MWAX 1333	333	53,900	232,100
MWAX 1334	334	53,900	232,100
MWAX 1335	335	54,000	232,000
MWAX 1309	309	54,000	232,000
MWAX 1315	315	53,600	232,400
MWAX 1317	317	53,700	232,300
MWAX 1318	318	53,600	232,400
MWAX 1336	336	53,600	232,400
MWAX 1337	337	54,000	232,000
MWAX 1340	340	53,900	232,100
MWAX 1339	339	54,100	231,900
MWAX 1341	341	54,100	231,900
MWAX 1342	342	54,100	231,900
MWAX 1343	343	53,900	232,100
MWAX 1344	344	54,200	231,800
MWAX 1346	346	54,000	232,000
MWAX 1347	347	54,000	232,000

Invoice #37101 **National Steel Car Limited**

Car Number	Shop Number	Light Weight	Load Limit
MWAX 1171	171	53,700	232,300
MWAX 1178	178	53,800	232,200
MWAX 1179	179	53,800	232,200
MWAX 1138	138	53,700	232,300
MWAX 1173	173	53,600	232,400
MWAX 1177	177	53,700	232,300
MWAX 1180	180	53,700	232,300

SCHEDULE OF EQUIPMENT

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With: **Martin Marietta Materials, Inc.**
APPLICABLE RECOVERY PERIOD: 7 Years

[illegible]	[illegible]	[illegible]	SERIAL NUMBER
MWAX 1187	187	53,700	232,300
MWAX 1167	167	54,000	232,000
MWAX 1168	168	54,300	231,700
MWAX 1169	169	54,100	231,900
MWAX 1182	182	54,100	231,900
MWAX 1188	188	54,100	231,900
MWAX 1189	189	53,800	232,200
MWAX 1181	181	54,000	232,000
MWAX 1183	183	54,100	231,900
MWAX 1185	185	54,000	232,000
MWAX 1186	186	54,100	231,900
MWAX 1190	190	54,000	232,000
MWAX 1193	193	54,000	232,000
MWAX 1156	156	54,100	231,900
MWAX 1170	170	54,100	231,900
MWAX 1184	184	54,000	232,000
MWAX 1200	200	54,000	232,000
MWAX 1201	201	54,000	232,000
MWAX 1202	202	54,100	231,900
MWAX 1099	99	53,900	232,100
MWAX 1101	101	53,800	232,200
MWAX 1106	106	53,800	232,200
MWAX 1107	107	53,800	232,200
MWAX 1112	112	53,800	232,200
MWAX 1113	113	53,900	232,100
MWAX 1114	114	53,900	232,100
MWAX 1115	115	53,700	232,300
MWAX 1116	116	53,800	232,200
MWAX 1117	117	53,800	232,200
MWAX 1119	119	53,700	232,300
MWAX 1121	121	53,800	232,200
MWAX 1136	136	53,900	232,100
MWAX 1139	139	53,800	232,200
MWAX 1140	140	53,800	232,200
MWAX 1159	159	53,800	232,200
MWAX 1160	160	53,700	232,300
MWAX 1162	162	53,800	232,200
MWAX 1175	175	53,800	232,200
MWAX 1176	176	53,700	232,300
MWAX 1191	191	54,000	232,000
MWAX 1192	192	54,000	232,000

SCHEDULE OF EQUIPMENT

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With: **Martin Marietta Materials, Inc.**
APPLICABLE RECOVERY PERIOD: 7 Years

			SERIAL NUMBER
MWAX 1196	196	53,600	232,400
MWAX 1203	203	53,600	232,400
MWAX 1204	204	53,600	232,400
MWAX 1205	205	53,600	232,400
MWAX 1026	26	54,200	231,800
MWAX 1164	164	53,700	232,300
MWAX 1209	209	54,100	231,900
MWAX 1210	210	54,100	231,900
MWAX 1211	211	54,100	231,900
MWAX 1212	212	54,100	231,900
MWAX 1218	218	53,600	232,400
MWAX 1194	194	54,000	232,000
MWAX 1195	195	54,000	232,000
MWAX 1197	197	54,200	231,800
MWAX 1198	198	54,300	231,700
MWAX 1206	206	54,000	232,000
MWAX 1207	207	54,100	231,900
MWAX 1199	199	54,100	231,900
MWAX 1216	216	54,000	232,000
MWAX 1219	219	54,200	231,800
MWAX 1220	220	54,000	232,000
MWAX 1221	221	54,100	231,900
MWAX 1222	222	54,100	231,900
MWAX 1214	214	54,000	232,000
MWAX 1215	215	54,000	232,000
MWAX 1217	217	54,100	231,900
MWAX 1223	223	54,100	231,900
MWAX 1224	224	54,100	231,900
MWAX 1225	225	54,100	231,900

Invoice #37122 **National Steel Car Limited**

Car Number	Shop Number	Light Weight	Load Limit
MWAX 1213	213	54,000	232,000
MWAX 1226	226	53,500	232,500
MWAX 1227	227	54,000	232,000
MWAX 1228	228	53,800	232,200
MWAX 1229	229	53,600	232,400
MWAX 1231	231	54,000	232,000
MWAX 1237	237	54,100	231,900
MWAX 1238	238	54,100	231,900

SCHEDULE OF EQUIPMENT

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With: **Martin Marietta Materials, Inc.**
APPLICABLE RECOVERY PERIOD: 7 Years

[illegible]	[illegible]	[illegible]	SERIAL NUMBER
MWAX 1239	239	54,100	231,900
MWAX 1240	240	54,300	231,700
MWAX 1241	241	54,200	231,800
MWAX 1242	242	54,200	231,800
MWAX 1232	232	54,100	231,900
MWAX 1236	236	54,100	231,900
MWAX 1243	243	54,100	231,900
MWAX 1244	244	54,000	232,000
MWAX 1245	245	54,300	231,700
MWAX 1247	247	54,200	231,800
MWAX 1230	230	54,100	231,900
MWAX 1233	233	54,200	231,800
MWAX 1234	234	54,100	231,900
MWAX 1235	235	54,000	232,000
MWAX 1246	246	54,100	231,900
MWAX 1248	248	54,100	231,900
MWAX 1249	249	53,900	232,100
MWAX 1250	250	54,200	231,800
MWAX 1251	251	54,000	232,000
MWAX 1254	254	53,900	232,100
MWAX 1255	255	54,000	232,000
MWAX 1260	260	54,100	231,900
MWAX 1262	262	54,300	231,700
MWAX 1264	264	54,100	231,900
MWAX 1265	265	53,900	232,100
MWAX 1267	267	54,100	231,900
MWAX 1268	268	54,000	232,000
MWAX 1269	269	54,100	231,900
MWAX 1261	261	53,900	232,100
MWAX 1270	270	54,000	232,000
MWAX 1271	271	54,000	232,000
MWAX 1273	273	54,100	231,900
MWAX 1274	274	54,000	232,000
MWAX 1275	275	54,000	232,000
MWAX 1252	252	54,000	232,000
MWAX 1253	253	53,900	232,100
MWAX 1257	257	54,000	232,000
MWAX 1258	258	54,000	232,000
MWAX 1259	259	54,200	231,800
MWAX 1272	272	54,200	231,800
MWAX 1256	256	53,800	232,200

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With: Martin Marietta Materials, Inc.
APPLICABLE RECOVERY PERIOD: 7 Years

[illegible]	[illegible]	[illegible]	[illegible]
MWAX 1263	263	53,900	232,100
MWAX 1266	266	53,600	232,400
MWAX 1276	276	53,800	232,200
MWAX 1277	277	53,800	232,200
MWAX 1278	278	53,600	232,400
MWAX 1208	208	54,100	231,800
MWAX 1279	279	53,700	232,300
MWAX 1280	280	53,800	232,200
MWAX 1281	281	53,700	232,300
MWAX 1282	282	53,800	232,200
MWAX 1285	285	53,900	232,100

WITH ALL STANDARD AND ACCESSORY EQUIPMENT

BANC OF AMERICA LEASING & CAPITAL, LLC

By: [signature]

Name: Cheryl A. Valcourt

Title: Senior Vice President

MARTIN MARIETTA MATERIALS, INC.

By: [signature]

Name: Janice K. Henry

Title: Sr. Vice President & Treasurer

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: 12/29/05

Robert W. Alvord