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MAY 16 '06 2-40 PM

SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

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

May 16, 2006

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 Agreement and Trust Indenture and Security Agreement, dated as of May 16, 2006, 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:

Indenture Trustee: Wilmington Trust Company, not in its individual capacity but solely as Trustee
Rodney Square North
1100 North Market Street
Wilmington, Delaware 19890-0001

Owner Trustee: U.S. Bank National Association
not in its individual capacity but solely as trustee for the Trust
225 Asylum Street, 23rd Floor
Hartford, Connecticut 06103

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

Mr. Vernon A. Williams
May 16, 2006
Page 2

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

380 railcars – 190 gondola cars within the series MWAX 1369 - MWAX 1590 as more particularly set forth in the equipment schedule attached to the document and 190 consecutively numbered hopper cars: MWAX 4001 - MWAX 4190.

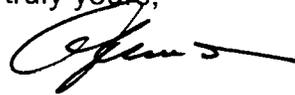
A short summary of the document to appear in the index is:

Memorandum of Equipment Lease Agreement and Trust Indenture and Security Agreement.

Also enclosed is a check in the amount of \$34.00 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/sem
Enclosures

MAY 16 '06

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EXECUTION COPY

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF EQUIPMENT LEASE AGREEMENT AND TRUST INDENTURE AND SECURITY AGREEMENT dated as of May 16, 2006, among MMI STATUTORY TRUST 2006-A, a Connecticut statutory trust (the "*Trust*", or the "*Owner Trustee*", which term includes, if the context requires, U.S. BANK TRUST NATIONAL ASSOCIATION, not in its individual capacity, but solely as Owner Trustee), MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation (the "*Lessee*") and WILMINGTON TRUST COMPANY, a Delaware banking company (the "*Indenture Trustee*"). Capitalized terms used herein which are not defined herein shall have their respective meanings ascribed thereto in the Lease (as defined below) and the Indenture (as defined below).

Owner Trustee and Lessee have entered into that certain Equipment Lease Agreement (MMI Statutory Trust 2006-A) dated as of May 16, 2006 (the "*Lease*"), as supplemented by that certain Lease Supplement (MMI Statutory Trust 2006-A) dated as of May 16, 2006 (the "*Lease Supplement*") (the terms of which are incorporated herein by reference), covering the railroad equipment (the "*Equipment*") identified in Schedule A hereto, bearing the equipment numbers of the Lessee shown in such Schedule A, and all additions and alterations thereof, replacements thereof and substitutions therefore.

Owner Trustee and Indenture Trustee have entered into that certain Trust Indenture and Security Agreement (MMI Statutory Trust 2006-A) dated as of May 16, 2006 (the "*Indenture*"), as supplemented by that certain Indenture Supplement (MMI Statutory Trust 2006-A) dated as of May 16, 2006 (the "*Indenture Supplement*"), as security for the due and punctual payment of the principal of and Premium, if any, and interest on the Notes and all other amounts payable to or for the benefit of the Noteholders and the Indenture Trustee under the Operative Documents and the performance and observance by the Owner Participant, the Lessee and the Owner Trustee of their respective agreements and conditions applicable to them contained in the Operative Documents, the Owner Trustee grants to the Indenture Trustee a first priority security interest in and mortgage and charge on, all of the Trust's estate, right, title and interest in and to the following described property, whether now owned or hereafter acquired (all such property, other than Excepted Property, being herein called the "*Trust Indenture Estate*"):

(a) the Lease, including, without limitation, all rights of the Owner Trust as Lessor thereunder and all amounts of Basic Rent, Supplemental Rent, insurance proceeds and other payments of any kind for or with respect to the Equipment payable thereunder;

(b) the Equipment and all additions and alterations thereto, replacements thereof and substitutions therefor;

(c) all rights of the Owner Trust to restitution from any party to any Operative Document (other than the Tax Indemnity Agreement) in respect of any determination of invalidity thereof; all moneys and securities now or hereafter paid to or deposited with (or required to be paid to or deposited with) the Indenture Trustee by or for the account of the Owner

Trust pursuant to the Indenture; and all instruments, documents of title, books and records of the Owner Trustee concerning the Trust Indenture Estate (other than income tax and other similar financial records relating to the Owner Participant's Commitment);

(d) the Participation Agreement and the Bill of Sale (including, without limitation, all rights to amounts paid or payable to the Owner Trust thereunder and all rights to enforce payments);

(e) all other property and assets of whatever kind, nature or description, real, personal and mixed, and any interest therein, which may be acquired, received or held by the Owner Trust pursuant to any Operative Document (other than the Tax Indemnity Agreement), wherever located and whether or not otherwise expressly subjected to the lien of the Indenture; and

(f) all proceeds, rents, issues, profits, products, revenues and other income from or on account of the property, rights and privileges subjected or required to be subjected to the lien of the Indenture.

BUT EXCLUDING from the foregoing all Excepted Property, as such term is defined under the Granting Clause of the Indenture.

The Lease, the Lease Supplement, the Indenture and the Indenture 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.

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by the Owner Trustee, the leasehold interest therein of the Lessee, and the assignment to and mortgage of and grant of a security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MARTIN MARIETTA MATERIALS, INC.

By: Stephen P. Zelvak, Jr.
Name: Stephen P. Zelvak, Jr.
Title: CEO

MMI STATUTORY TRUST 2006-A, acting through
U.S. BANK TRUST NATIONAL ASSOCIATION, not in
its individual capacity, except as expressly
provided herein, but solely as Owner Trustee

By: _____
Name: _____
Title: _____

WILMINGTON TRUST COMPANY,
as Indenture Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by the Owner Trustee, the leasehold interest therein of the Lessee, and the assignment to and mortgage of and grant of a security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MARTIN MARIETTA MATERIALS, INC.

By: _____
Name: _____
Title: _____

MMI STATUTORY TRUST 2006-A, acting through
U.S. BANK TRUST NATIONAL ASSOCIATION, not in
its individual capacity, except as expressly
provided herein, but solely as Owner Trustee

By:  _____
Name: **Mark A. Forgetta**
Title: **Vice President**

WILMINGTON TRUST COMPANY,
as Indenture Trustee

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties wish to show for the public record the ownership of said railroad equipment by the Owner Trustee, the leasehold interest therein of the Lessee, and the assignment to and mortgage of and grant of a security interest in the aforesaid property in favor of the Indenture Trustee, and accordingly have caused this memorandum to be executed by their officers thereunto duly authorized, as of the date first above written.

MARTIN MARIETTA MATERIALS, INC.

By: _____
Name: _____
Title: _____

MMI STATUTORY TRUST 2006-A, acting through
U.S. BANK TRUST NATIONAL ASSOCIATION, not in
its individual capacity, except as expressly
provided herein, but solely as Owner Trustee

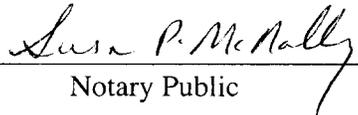
By: _____
Name: _____
Title: _____

WILMINGTON TRUST COMPANY,
as Indenture Trustee

By:  _____
Name: Michele C. Harra
Title: Financial Services Officer

STATE OF Connecticut)
) ss.:
COUNTY OF Hartford)

On this ____ day of May, 2006, before me personally appeared MARK A FORGETTA, to me personally known, who, by me being duly sworn, says that he/she is VICE PRESIDENT of U.S. BANK TRUST NATIONAL ASSOCIATION, a national banking association, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.



Notary Public

My commission expires

SUSAN P. McNALLY
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 2010

STATE OF)
) ss.:
COUNTY OF)

On this 9th day of May, 2006, before me personally appeared Michele C. Harra, to me personally known, who, by me being duly sworn, says that he/she is **Financial Services Officer** of WILMINGTON TRUST COMPANY, a Delaware banking corporation, and that the foregoing instrument was signed on behalf of said Delaware banking corporation by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said banking corporation.

J. Christopher Murphy
Notary Public

My commission expires

J. Christopher Murphy
Notary Public - State of Delaware
My Comm. Expires June 23, 2007

STATE OF North Carolina

COUNTY OF Wake) ss.:

On this 11th day of May, 2006, before me personally appeared Stephen P. Zibak, Jr., to me personally known, who, by me being duly sworn, says that he/~~she~~ is CEO of MARTIN MARIETTA MATERIALS, INC., a North Carolina corporation, and that the foregoing instrument was signed on behalf of such North Carolina corporation by authority of its board of managers, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of such corporation.

Elizabeth V. Sullivan
Notary Public

My commission expires 4-29-2008

**SCHEDULE A TO
MEMORANDUM OF LEASE AND INDENTURE
DESCRIPTION OF ITEMS OF EQUIPMENT**

GONDOLA CARS

1	MWAX 1369
2	MWAX 1370
3	MWAX 1373
4	MWAX 1397
5	MWAX 1398
6	MWAX 1402
7	MWAX 1403
8	MWAX 1404
9	MWAX 1409
10	MWAX 1410
11	MWAX 1411
12	MWAX 1412
13	MWAX 1413
14	MWAX 1414
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165	MWAX 1565
166	MWAX 1566
167	MWAX 1567
168	MWAX 1568
169	MWAX 1569
170	MWAX 1570
171	MWAX 1571
172	MWAX 1572

173	MWAX 1573
174	MWAX 1574
185	MWAX 1585
186	MWAX 1586
187	MWAX 1587
188	MWAX 1588
189	MWAX 1589
190	MWAX 1590

HOPPER CARS

1	MWAX 4001
2	MWAX 4003
3	MWAX 4006
4	MWAX 4007
5	MWAX 4009
6	MWAX 4010
7	MWAX 4011
8	MWAX 4005
9	MWAX 4008
10	MWAX 4015
11	MWAX 4026
12	MWAX 4027
13	MWAX 4028
14	MWAX 4030
15	MWAX 4002
16	MWAX 4020
17	MWAX 4029
18	MWAX 4034
19	MWAX 4035
20	MWAX 4014
21	MWAX 4023
22	MWAX 4038
23	MWAX 4039
24	MWAX 4040
25	MWAX 4041
26	MWAX 4048
27	MWAX 4057
28	MWAX 4058
29	MWAX 4036
30	MWAX 4042
31	MWAX 4043
32	MWAX 4059

33	MWAX 4060
34	MWAX 4019
35	MWAX 4032
36	MWAX 4033
37	MWAX 4061
38	MWAX 4062
39	MWAX 4064
40	MWAX 4067
41	MWAX 4012
42	MWAX 4021
43	MWAX 4031
44	MWAX 4065
45	MWAX 4066
46	MWAX 4072
47	MWAX 4074
48	MWAX 4004
49	MWAX 4022
50	MWAX 4068
51	MWAX 4070
52	MWAX 4075
53	MWAX 4082
54	MWAX 4013
55	MWAX 4071
56	MWAX 4076
57	MWAX 4079
58	MWAX 4081
59	MWAX 4087
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61	MWAX 4052
62	MWAX 4077
63	MWAX 4078
64	MWAX 4094

65	MWAX 4095
66	MWAX 4083
67	MWAX 4084
68	MWAX 4085
69	MWAX 4092
70	MWAX 4093
71	MWAX 4098
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74	MWAX 4096
75	MWAX 4099
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77	MWAX 4103
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80	MWAX 4056
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93	MWAX 4108
94	MWAX 4109
95	MWAX 4110
96	MWAX 4115
97	MWAX 4121
98	MWAX 4122
99	MWAX 4016
100	MWAX 4017
101	MWAX 4018
102	MWAX 4107
103	MWAX 4114
104	MWAX 4124
105	MWAX 4125
106	MWAX 4126
107	MWAX 4127
108	MWAX 4090

109	MWAX 4091
110	MWAX 4097
111	MWAX 4111
112	MWAX 4119
113	MWAX 4128
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188	MWAX 4055
189	MWAX 4046
190	MWAX 4047