

RECORDATION NO 20494-B FILED
May 29, 2012 04:00 PM
SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

May 29, 2012

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 "E" Street, S.W.
Washington, D.C. 20423

Dear Section Chief:

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 May 29, 2012, 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 20494.

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

Assignor: General Electric Capital Corporation
901 Main Ave
Danbury, CT 06828

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

Chief, Section of Administration
May 29, 2012
Page 2

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

1 locomotive: PTR 9617

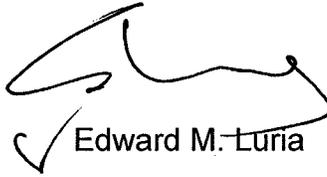
A short summary of the document to appear in the index is:

Memorandum of Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$41.00 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,



Edward M. Luria

EML/sem
Enclosures

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Memorandum"), dated the 29th day of May, 2012, is made by General Electric Capital Corporation ("Assignor") and Banc of America Leasing & Capital, LLC ("Assignee" and together with the Assignee, collectively, the "Parties").

WITNESSETH:

The Parties hereto have entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of May 29, 2012;

Pursuant to the terms of the Assignment and Assumption Agreement, (a) the Assignor has assigned to Assignee all of Assignor's right, title and interest in and to the railroad equipment identified in Exhibit B attached hereto and all of Assignor's right, title and interest arising on or after the date thereof in and to the lease and other documents identified in Exhibit A attached hereto and (b) Assignee has accepted and assumed all duties and obligations of Assignor with respect thereto arising on or after the date thereof.

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.

[Signatures Contained on Following Page]

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

GENERAL ELECTRIC CAPITAL CORPORATION
Assignor

By: Patrice A. Powers

Name: Patrice A. Powers

Title: Attorney in Fact

BANC OF AMERICA LEASING & CAPITAL, LLC
Assignee

By: _____

Name: _____

Title: _____

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

GENERAL ELECTRIC CAPITAL CORPORATION
Assignor

By: _____

Name: _____

Title: _____

BANC OF AMERICA LEASING & CAPITAL, LLC
Assignee

By: *Anita L. Garfagnoli*

Name: **Anita L. Garfagnoli**
Vice President

Title: _____

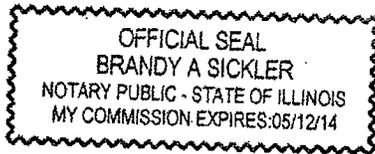
State of Illinois

ss.

County of Cook

On this 25 day of May, 2012, before me, Brandy A. Sickler a Notary Public in and for said County and State, personally appeared Patrice A. Powers, who acknowledged himself/herself to be an attorney-in-fact of **General Electric Capital Corporation** and that he/she as such attorney-in-fact, being authorized so to do, executed the foregoing instrument for the purposes therein contained on behalf of said corporation.

In witness whereof I hereunto set my hand.



Brandy A. Sickler

Notary Public

My Commission Expires:

5/12/14

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of San Francisco

On 5/25/12 before me, Lori Kerfus, notary public

personally appeared Anita Garfagnoli

who 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.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Lori Kerfus

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(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

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 Intercreditor Agreement and Security Agreement, dated May 23, 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 13, 1996, for Locomotive PTR A 9601.
 - b. Warranty Bill of Sale, dated June 8, 1996, for Locomotive PTR A 9603.
 - c. Warranty Bill of Sale, dated June 8, 1996, for Locomotive PTR A 9604.
 - d. Certificate of Acceptance for Locomotive PTR A 9601.
 - e. Certificate of Acceptance for Locomotive PTR A 9603.
 - f. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9606.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9605.
 - b. Warranty Bill of Sale, dated August 23, 1996, for Locomotive PTR A 9602.
 - c. Certificate of Acceptance for Locomotive PTR A 9602.
 - d. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9607.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9608.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9609.
 - b. Certificate of Acceptance for Locomotive PTR A 960911.
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 PTR A 9611.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9612.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9613.
 - b. Warranty Bill of Sale, dated October 2, 1996, for Locomotive PTR A 9614.
 - c. Certificate of Acceptance for Locomotive PTR A 9613.
 - d. Certificate of Acceptance for Locomotive PTR A 9644.
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 PTR A 9615.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9610.
 - b. Warranty Bill of Sale, dated October 11, 1996, for Locomotive PTR A 9616.
 - c. Certificate of Acceptance for Locomotive PTR A 9610.
 - d. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9618.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9619.
 - b. Warranty Bill of Sale, dated November 3, 1996, for Locomotive PTR A 9620.
 - c. Certificate of Acceptance for Locomotive PTR A 9619.

- d. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9617.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9621.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9622.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9623.
 - b. Certificate of Acceptance for Locomotive PTR A 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 PTR A 9624.
 - b. Certificate of Acceptance for Locomotive PTR A 9624.
25. Assignment and Assumption Agreement dated as of December 31, 2003 between Bank of America, National Association as transferor and General Electric Capital Corporation as transferee
- a. Memoranda of Assignment and Assumption Agreements dated April 26, 2004.
 - b. Notice to Lessee dated January 26, 2004.

EXHIBIT B

(Rec. Nos. 20183, 20484-20500)

<u>Rec. No.</u>	<u>Locomotives</u>
20183	PTRA 9601, 9603, 9604
20484	PTRA 9606
20485	PTRA 9602, 9605
20486	PTRA 9607
20487	PTRA 9608
20488	PTRA 9609
20489	PTRA 9510, 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, 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: 5/29/12

Edward M Luria
Edward M. Luria