

RECORDATION NO 28102-A

FILED

August 01, 2012 12:00 PM

ALVORD AND ALVORD SURFACE TRANSPORTATION BOARD

ATTORNEYS AT LAW

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

OF COUNSEL  
URBAN A. LESTER

August 1, 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 July 31, 2012, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Equipment Lease Agreement previously filed with the Board under Recordation Number 28102.

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

Assignor: Banc of America Leasing & Capital, LLC  
One Financial Plaza  
Providence, RI 02903

Assignee: GATX Corporation  
4 Embarcadero Center, Suite 2100  
San Francisco, CA 94111

Section Chief  
August 1, 2012  
Page 2

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

155 railcars: MWAX 2001 - MWAX 2155.

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,

A handwritten signature in black ink, appearing to read 'E. Luria', with a checkmark below the first letter 'E'.

✓ Edward M. Luria

EML/sem  
Enclosures

August 01, 2012 12:00 PM

SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

This MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT is dated as of July 31, 2012, by and between Banc of America Leasing & Capital, LLC, a Delaware limited liability company ("Assignor"), and GATX Corporation, a New York corporation ("Assignee").

**WITNESSETH:**

1. Assignor, as lessor, entered into (i) that certain Equipment Schedule No. 15814-11500-006 (the "Lease Schedule") with Martin Marietta Materials, Inc., as lessee ("Lessee"), incorporating the terms of that certain Equipment Lease Agreement No. 15814-11500 dated as of October 25, 2005 (the "Master Lease Agreement"), by and between Assignor and Lessee, for certain railcars described in Exhibit A attached hereto (the "Railcars," and the Lease Schedule, incorporating the Master Lease Agreement, as it relates only to the railcars specified in the Lease Schedule, collectively, the "Lease").

2. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement dated as of July 31, 2012, which is evidenced by this Memorandum of Assignment and Assumption Agreement with respect to the Lease and the Railcars.

3. This Memorandum of Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

[SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, each of the parties hereto has caused this Memorandum of Assignment and Assumption Agreement to be executed by their duly authorized officers as of the date first written above.

Banc of America Leasing & Capital, LLC,  
as Assignor

By: David Buccolo

Name: David Buccolo

Title: Director

STATE OF CALIFORNIA        )  
                                          )  
COUNTY OF SAN FRANCISCO )

On July   , 2012, before me, Lori Kerfus, Notary Public, personally appeared David Buccolo, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person 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.



Lori Kerfus  
\_\_\_\_\_  
Notary Public  
My Commission expires: 1/27/16

GATX Corporation,  
as Assignee

By: *Linda Hexem*  
Name: Linda Hexem  
Title: Vice President and Managing Director  
Structured Finance

STATE OF CALIFORNIA     )  
                                          )  
COUNTY OF SAN FRANCISCO )

On July 30, 2012, before me, Nicholette Maris, Notary Public, personally appeared Linda Hexem, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

*Nicholette Maris*  
Notary Public  
My Commission expires: May 17, 2015

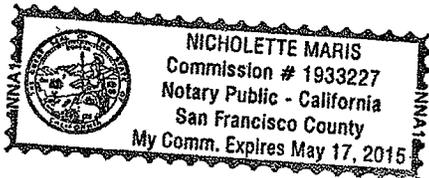


EXHIBIT A

**Description of Railcars:** 2,480 cu. Ft. A-Gondola cars

**Quantity:** One hundred and fifty-five (155).

**Car Marks**

1	MWAX	2001
2	MWAX	2002
3	MWAX	2003
4	MWAX	2004
5	MWAX	2005
6	MWAX	2006
7	MWAX	2007
8	MWAX	2008
9	MWAX	2009
10	MWAX	2010
11	MWAX	2011
12	MWAX	2012
13	MWAX	2013
14	MWAX	2014
15	MWAX	2015
16	MWAX	2016
17	MWAX	2017
18	MWAX	2018
19	MWAX	2019
20	MWAX	2020
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97	MWAX	2097
98	MWAX	2098
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100	MWAX	2100
101	MWAX	2101
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104	MWAX	2104
105	MWAX	2105
106	MWAX	2106
107	MWAX	2107
108	MWAX	2108
109	MWAX	2109
110	MWAX	2110
111	MWAX	2111
112	MWAX	2112
113	MWAX	2113
114	MWAX	2114
115	MWAX	2115
116	MWAX	2116
117	MWAX	2117
118	MWAX	2118
119	MWAX	2119
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154	MWAX	2154
155	MWAX	2155

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: 8/1/12

Edward M Luria  
Edward M. Luria