

RECORDATION NO 24691-D FILED
June 18, 2013 05:15 PM
SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.
20036
—
(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

June 18, 2013

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 of Lease, dated as of June 18, 2013, 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 24691.

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:	BMO Harris Equipment Finance Company 250 East Wisconsin Ave, Milwaukee, WI 53202

Section Chief
June 18, 2013
Page 2

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

136 railcars within the series WEPX 3865 – WEPX 4010 as set forth in the attachment to the document.

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

Memorandum of Assignment of Lease.

Also enclosed is a check in the amount of \$42.00 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 OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE is made as of the 18th day of June, 2013, by and between BANC OF AMERICA LEASING & CAPITAL, LLC ("Assignor") and BMO HARRIS EQUIPMENT FINANCE COMPANY ("Assignee").

Assignor and Assignee have entered into that certain Assignment and Specification of Assigned Lease Schedule dated as of the date hereof (the "Assignment"), pursuant to which Assignor assigned, and Assignee assumed, all of Assignor's present and future rights, obligations (arising from and after the date hereof) and interests, in, to and under that certain Lease Schedule No. 36017-00002 dated as of January 29, 2004, originally between Fleet National Bank, as lessor, and Wisconsin Electric Power Company, as lessee ("Lessee"), pursuant to which that certain Master Equipment Lease Agreement No. 36017 (Railcars and Locomotives) dated as of September 2, 2003 (the "Master Equipment Lease Agreement"), originally between Fleet Capital Corporation, as lessor, and Lessee, as lessee, is incorporated therein by reference (collectively, the "Lease"), relating to one hundred thirty-six (136) aluminum outside stake BethGon Coalporter railcars, 4,520 cubic foot capacity, Specification X-03022-01, marked as specified on Schedule A attached hereto. Assignor is the successor in interest to UPS Capital Corporation.

A Memorandum of Master Equipment Lease Agreement dated as of November 13, 2003, was filed with the Surface Transportation Board ("STB") on November 13, 2003 and assigned Recordation No. 24691, in respect of the Equipment. A Memorandum of Partial Assignment dated as of February 18, 2004, was filed with the STB on February 25, 2004, and assigned Recordation No. 24691-A, in respect of the Equipment. A Memorandum of Assignment and Partial Termination of Lease dated as of August 10, 2011, was filed with the STB on August 10, 2011, and assigned Recordation No. 24691-B, in respect of the Equipment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby confirm and agree that Assignor has assigned to Assignee all rights, obligations (from and after the date hereof) and interest in, to and under the Lease and the Equipment, and Assignee has accepted such assignment and assumed the obligations thereunder (from and after the date hereof) as provided in the Assignment.

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREFORE, the parties hereto have executed this Memorandum of Assignment of Lease as of the day and year first above written.

Assignor:

BANC OF AMERICA LEASING & CAPITAL, LLC

By: *Annemarie L. Warren*

Name: **Annemarie L. Warren**

Title: **Vice President**

STATE OF *Massachusetts*
COUNTY OF *Suffolk* TO WIT:

On this *18th* day of June, 2013, before me personally appeared *Annemarie L. Warren* to me personally known, who being by me duly sworn, says that he/she is the *Vice President* of Banc of America Leasing & Capital, LLC, and that the foregoing document was signed on behalf of said limited liability company, and he/she acknowledged that the execution of said instrument was his/her free act and deed.

My Commission Expires:

February 20, 2020

James G. Ganley
Notary Public

Assignee:

BMO HARRIS EQUIPMENT FINANCE COMPANY

By: *Julia Griffin*
Name: Julia Griffin
Title: Vice President

STATE OF WISCONSIN
COUNTY OF Milwaukee TO WIT:

On this day of June, 2013, before me personally appeared *Julie Griffin*, to me personally known, who being by me duly sworn, says that he/she is the *vice president* of BMO Harris Equipment Finance Company, and that the foregoing document was signed on behalf of said corporation, and he/she acknowledged that the execution of said instrument was his/her free act and deed.

My Commission Expires:

10-12-14

Vincent A. Wewer
Notary Public

SCHEDULE A TO MEMORANDUM OF ASSIGNMENT OF LEASE

Schedule 2			Schedule 2			Schedule 2		
1	WEPX	3865	47	WEPX	3913	93	WEPX	3963
2	WEPX	3866	48	WEPX	3915	94	WEPX	3964
3	WEPX	3867	49	WEPX	3916	95	WEPX	3965
4	WEPX	3868	50	WEPX	3917	96	WEPX	3966
5	WEPX	3869	51	WEPX	3918	97	WEPX	3967
6	WEPX	3870	52	WEPX	3919	98	WEPX	3968
7	WEPX	3871	53	WEPX	3920	99	WEPX	3969
8	WEPX	3872	54	WEPX	3922	100	WEPX	3971
9	WEPX	3873	55	WEPX	3923	101	WEPX	3972
10	WEPX	3874	56	WEPX	3924	102	WEPX	3973
11	WEPX	3875	57	WEPX	3925	103	WEPX	3974
12	WEPX	3876	58	WEPX	3927	104	WEPX	3975
13	WEPX	3877	59	WEPX	3928	105	WEPX	3976
14	WEPX	3878	60	WEPX	3929	106	WEPX	3977
15	WEPX	3879	61	WEPX	3930	107	WEPX	3978
16	WEPX	3880	62	WEPX	3931	108	WEPX	3979
17	WEPX	3881	63	WEPX	3932	109	WEPX	3980
18	WEPX	3882	64	WEPX	3933	110	WEPX	3981
19	WEPX	3883	65	WEPX	3934	111	WEPX	3982
20	WEPX	3884	66	WEPX	3935	112	WEPX	3983
21	WEPX	3885	67	WEPX	3936	113	WEPX	3984
22	WEPX	3886	68	WEPX	3937	114	WEPX	3985
23	WEPX	3887	69	WEPX	3938	115	WEPX	3987
24	WEPX	3888	70	WEPX	3939	116	WEPX	3988
25	WEPX	3889	71	WEPX	3940	117	WEPX	3989
26	WEPX	3890	72	WEPX	3941	118	WEPX	3990
27	WEPX	3891	73	WEPX	3942	119	WEPX	3991
28	WEPX	3892	74	WEPX	3943	120	WEPX	3992
29	WEPX	3893	75	WEPX	3944	121	WEPX	3993
30	WEPX	3894	76	WEPX	3945	122	WEPX	3994
31	WEPX	3895	77	WEPX	3946	123	WEPX	3995
32	WEPX	3896	78	WEPX	3947	124	WEPX	3996
33	WEPX	3897	79	WEPX	3948	125	WEPX	3997
34	WEPX	3898	80	WEPX	3949	126	WEPX	3998
35	WEPX	3899	81	WEPX	3950	127	WEPX	3999
36	WEPX	3900	82	WEPX	3951	128	WEPX	4000
37	WEPX	3901	83	WEPX	3952	129	WEPX	4001
38	WEPX	3904	84	WEPX	3953	130	WEPX	4002
39	WEPX	3905	85	WEPX	3954	131	WEPX	4004
40	WEPX	3906	86	WEPX	3955	132	WEPX	4005
41	WEPX	3907	87	WEPX	3956	133	WEPX	4006
42	WEPX	3908	88	WEPX	3957	134	WEPX	4007
43	WEPX	3909	89	WEPX	3958	135	WEPX	4009
44	WEPX	3910	90	WEPX	3959	136	WEPX	4010
45	WEPX	3911	91	WEPX	3961			
46	WEPX	3912	92	WEPX	3962			

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: 6/18/13

Edward M Luria
Edward M. Luria