

June 05, 2012 05:48 PM

SURFACE TRANSPORTATION BOARD

LAW OFFICES OF  
**LOUIS E. GITOMER, LLC.**

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June 5, 2012

Ms. Cynthia T. Brown  
Chief of the Section of Administration, Office of Proceedings  
Surface Transportation Board  
Washington, DC 20423

Dear Ms. Brown:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is a Memorandum of Termination of Lease, a secondary document, dated as of June 5, 2012. The primary document to which this is connected is recorded under Recordation No. 25807. We request that this document be recorded under Recordation No. 25807-A.

The names and addresses of the parties to the Memorandum of Termination of Lease are:

Lessor:

Banc of America Leasing & Capital, LLC  
One Financial Plaza - 8th Floor  
Providence, RI 02903

Lessee:

Pacer International, Inc.  
11231 Phillips Industrial Blvd. East  
Building 1, Suite 200  
Jacksonville, FL 32256

A description of the equipment covered by the Memorandum of Termination of Lease consists of 15 MAXI IV 3-Unit Container Cars BRAN 6300-6314, inclusive.

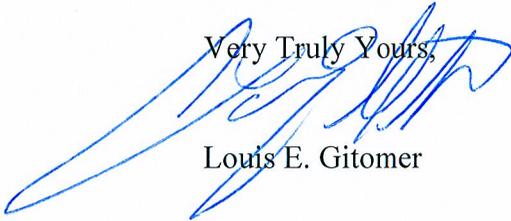
A fee of \$41.00 is enclosed. Please return one copy by email to:

Louis E. Gitomer  
600 Baltimore Avenue, Suite 301  
Towson, MD 21204  
Lou@lgrailaw.com

Ms. Cynthia T. Brown  
June 5, 2012  
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A short summary of the document to appear in the index follows: a Memorandum of Termination of Lease between Banc of America Leasing & Capital, LLC, One Financial Plaza - 8th Floor, Providence, RI 02903, and Pacer International, Inc., 11231 Phillips Industrial Blvd. East, Building 1, Suite 200, Jacksonville, FL 32256, covering 15 MAXI IV 3-Unit Container Cars BRAN 6300-6314, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosure

**MEMORANDUM OF TERMINATION OF LEASE**

THIS MEMORANDUM OF TERMINATION OF LEASE is made as of June 1, 2012 between Banc of America Leasing & Capital, LLC, as lessor ("BALC") and Pacer International, Inc., as lessee ("Pacer").

**WITNESSETH:**

**WHEREAS**, BALC, and Pacer entered that certain Master Equipment Lease Agreement No. 41080 dated as of August 25, 2005 and Lease Schedule No. 41080-11500-011 to the Master Lease dated as of October 25, 2005 (such Lease Schedule and the Master Lease, to the extent incorporated therein, the "Lease"), for 15 MAXI IV 3-Unit Container Cars numbered BRAN 6300-6314, inclusive (the "Equipment"). A Memorandum of Master Equipment Lease Agreement dated as of August 25, 2005 was recorded on August 29, 2005 at the Surface Transportation Board (the "Board") under Recordation No. 25807 for the Equipment; and

**WHEREAS**, the duties and obligations of the parties to the Lease have been satisfied and discharged with respect to the Equipment, and BALC and Pacer have entered a Purchase and Termination Agreement dated as of June 1, 2012.

**NOW, THEREFORE**, in consideration of the promises and covenants in the document set forth above by reference, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the authority to issue and execute this document, intending to be legally bound, BALC and Pacer hereby terminate and cancel the Lease as of the date herein first written above with respect to the Equipment provided that this termination does not apply to provisions of the Lease stated to survive such termination. This Memorandum of Termination of Lease may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Memorandum of Termination of Lease.

**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Termination of Lease to be duly executed as of the date hereinabove first written.

Banc of America Leasing & Capital, LLC,  
as Lessor

Pacer International, Inc.,  
as Lessee

By: Andy Capdarest  
Name: Andy Capdarest  
Title: Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**MEMORANDUM OF TERMINATION OF LEASE**

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**IN WITNESS WHEREOF**, the parties hereto have caused this Memorandum of Termination of Lease to be duly executed as of the date hereinabove first written.

Banc of America Leasing & Capital, LLC,  
as Lessor

Pacer International, Inc.,  
as Lessee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: John Hafferty  
Name: JOHN J Hafferty  
Title: CFO

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SAN FRANCISCO

On 6-5-12 before me, YVETTE MONTALVO BARON, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared ANDY CAPDAREST  
Name(s) of Signer(s)

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 Yvette Montalvo Baron  
Signature of Notary Public

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: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

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Signer's Name: \_\_\_\_\_

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

Signer is Representing: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**

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