

RECORDATION NO 30350 FILED5
August 23, 2012 08:00 AM
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)

OF COUNSEL
URBAN A. LESTER

August 23, 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 August 7, 2012, 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:

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

Assignee: First Union Rail Corporation
One O'Hare Center
6250 River Road, Suite 5000
Rosemont, IL 60018

Chief
Section of Administration
August 23, 2011
Page 2

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

197 covered hopper railcars: CEMX 1400 – CEMX 1599 (excluding 1422, 1479 and 1551).

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 is dated as of August 7, 2012, by and between GATX Corporation, a New York corporation ("Assignor"), successor by merger to GATX Financial Corporation, in turn successor by merger to GATX Rail Corporation, formerly General American Transportation Corporation, and First Union Rail Corporation, a North Carolina corporation ("Assignee").

WITNESSETH:

1. Assignor, as lessor, entered into (i) that certain Rider No. 1 To Car Service Contract No. 7154 dated as of April 1, 2006 with Cemex, Inc., as lessee, incorporating the terms of that certain Car Net Lease Contract No. 7154 dated as of April 1, 2006 between Assignor and Cemex, Inc. and (ii) that certain Rider No. 2 To Car Service Contract No. 7154 dated as of October 1, 2006 with Cemex, Inc., as lessee, incorporating the terms of that certain Car Net Lease Contract No. 7154 dated as of April 1, 2006 between Assignor and Cemex, Inc. for certain railcars described in Exhibit A attached hereto (the "Railcars").

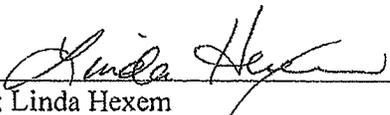
2. Assignor and Assignee have entered into that certain Assignment and Assumption Agreement dated as of August 7, 2012, which is evidenced by this Memorandum of Assignment and Assumption Agreement with respect to the Lease and the Railcars.

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.

GATX Corporation,
as Assignor

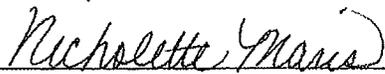
By: 
Name: Linda Hexem
Title: Vice President and Managing
Director, Structured Finance

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO)

On July 17, 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.



Notary Public
My Commission expires:

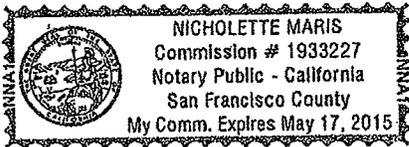


EXHIBIT A

DESCRIPTION OF CARS

3,220 cu.ft. covered hopper railcars.

QUANTITY

One hundred and ninety-seven (197).

CAR NUMBER

Rider No. 1 – CEMX 1400 – 1549, inclusive (excluding CEMX 1422 and 1479).

Rider No. 2 – CEMX 1550 – 1599, inclusive (excluding CEMX 1551).

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: 8/23/12

Edward M Luria
Edward M. Luria