

LAW OFFICES OF
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November 17, 2016

MELANIE B. YASBIN
Melanie@lgraillaw.com
410-296-2205

Ms. Cynthia T. Brown
Chief of the Section of Administration, Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D. C. 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 an Assignment and Assumption Agreement, a secondary document, dated as of November 10, 2016. The primary document to which this is connected is recorded under Recordation No. 30274. We request that this document be recorded under Recordation No. 30274-A.

The names and addresses of the parties to the Assignment and Assumption Agreement are:

Assignor:

SMM South Corporation f/k/a Metal Management of Mississippi, Inc.
304 West Bankhead Street
New Albany, MS 38652

Assignee:

SMM New England Corporation
234 Universal Drive
North Haven, CT 06473

Lessor:

Banc of America Leasing & Capital, LLC
2059 Northlake Parkway, 4 South
Tucker, GA 30084

Ms. Cynthia T. Brown
November 17, 2016
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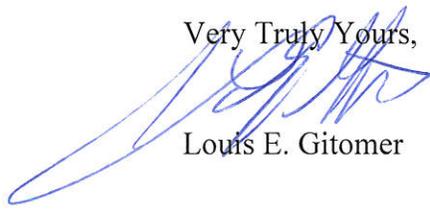
A description of the equipment covered by the Assignment and Assumption Agreement consists of 29 gondola cars numbered MLMX 464, 468, 472, 473, 475, 477, 479, 482, 483, 484, 486, 487, 489, 492, 493, 494, 497, 498, 500, 502, 503, 506, 508, 509, 512, 513, 514, 515, and 518 (formerly numbered OPSX 500534, 500992, 501271, 501441, 501948, 502260, 502669, 503061, 503517, 503738, 504157, 504688, 504769, 504963, 505021, 505471, 505994, 506273, 507164, 507326, 507458, and 507351, SEPX 116459, OPSX 507270, 507342, 507369, 507377, 507415, and 507431, respectively).

A fee of \$45.00 is enclosed. Please return one copy by email to:

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

A short summary of the document to appear in the index follows: an Assignment and Assumption Agreement between SMM South Corporation f/k/a Metal Management of Mississippi, Inc., 304 West Bankhead Street, New Albany, MS 38652, SMM New England Corporation, 234 Universal Drive, North Haven, CT 06473, and Banc of America Leasing & Capital, LLC, 2059 Northlake Parkway, 4 South, Tucker, GA 30084, covering 29 gondola cars numbered MLMX 464, 468, 472, 473, 475, 477, 479, 482, 483, 484, 486, 487, 489, 492, 493, 494, 497, 498, 500, 502, 503, 506, 508, 509, 512, 513, 514, 515, and 518 (formerly numbered OPSX 500534, 500992, 501271, 501441, 501948, 502260, 502669, 503061, 503517, 503738, 504157, 504688, 504769, 504963, 505021, 505471, 505994, 506273, 507164, 507326, 507458, and 507351, SEPX 116459, OPSX 507270, 507342, 507369, 507377, 507415, and 507431, respectively).

Very Truly Yours,



Louis E. Gitomer

Enclosure

BANK OF AMERICA®

Banc of America Leasing & Capital, LLC

Assignment and
Assumption Agreement

This Assignment and Assumption Agreement (the "Agreement") made this 19th day of November, 2016, by and among SMM South Corporation f/k/a Metal Management Mississippi, Inc. ("Assignor"), SMM New England Corporation ("Assignee"), and Banc of America Leasing & Capital, LLC ("BALC").

WITNESSETH:

Whereas, on the 23rd day of June, 2011, BALC and Assignor entered into that certain Master Lease Agreement Number 17403-99000 (the "Master Agreement");

Whereas, on the 26th day of June, 2012, BALC and Assignor entered into that certain Schedule No. 99012 (the "Schedule") (the Schedule and, solely to the extent incorporated in the Schedule by reference, the Master Agreement, together with all addenda, amendments, riders, and other documents and instruments thereto, are, hereinafter, the "Contract"), a copy of which is attached hereto and made a part hereof;

Whereas, Assignor desires to sell and Assignee desires to acquire, all of Assignor's right, title, obligations, and interest in and to the Contract and a portion of equipment described in the Contract and in Exhibit "A" attached hereto and made a part hereof (the "Equipment"), including all of Assignor's obligations and responsibilities to BALC under the Contract;

Whereas, there remains unpaid under the Contract aggregate payments in the amount of \$ which shall be payable in consecutive monthly payments of \$ each, commencing on November 27, 2016;

Whereas, the Contract provides that Assignor may not transfer, convey or assign its interest in and to the Contract or the Equipment without the written consent of BALC.

NOW, THEREFORE, in consideration of the mutual covenants and promises as hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby transfers, conveys and assigns to Assignee all of Assignor's right, title, obligations, and interest in and to the Contract and the Equipment.
2. Effective as of November 27, 2016 (the "Effective Date"), Assignee hereby assumes all of the duties and obligations of Assignor under the Contract and agrees to perform all of the terms, conditions and covenants set forth in the Contract, including, without limitation, the obligation to make all payments thereunder.
3. Notwithstanding the above, Assignor shall not be released from any of its obligations or responsibilities under the Contract or contained in any other written agreement between Assignor and BALC, and, as of the Effective Date, Assignor and Assignee shall be jointly and severally liable to pay all amounts due under the Contract and to perform each and every condition, covenant, and obligation set forth in the Contract. Assignor's liability or obligation hereunder or under the Contract shall not be affected by any release, indulgence, compromise, settlement, extensions from time to time, or variation of terms hereunder or under the Contract.
4. The Equipment shall henceforth be located at 234 Universal Drive, North Haven, New Haven County, CT 06473, subject to all of the terms and conditions of the Contract.
5. Assignor expressly ratifies, consents to, and adopts any and all agreements which Assignee has made or may hereafter make with BALC regarding the use of the Equipment and hereby waives any and all notices of every kind to which Assignor may otherwise be entitled.
6. All notices hereunder shall be in writing and delivered in person or mailed to the party involved at its respective address set forth below, or at such other address as any party hereto may direct by notice in writing to the other parties. Any such notice by BALC shall be deemed to have been duly given when received, personally delivered or three business days after being deposited in the mail, first class postage prepaid, or the business day after delivery to an express carrier, charges prepaid.
7. BALC MAKES NO WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, AS TO ANY MATTER INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

8. BALC consents to the assignment and assumption of Assignor's interest in, to, and under the Contract and the Equipment, on the terms and conditions hereof, provided, however, that BALC's consent to the assignment and assumption of the Contract is expressly conditioned upon the express agreement that: i) Assignor is not released from any of its obligations or responsibilities under the Contract, as stated above, ii) Assignee assumes the liabilities and obligations of the Contract, as stated above, and iii) the Contract remains in full force and effect.
9. This Agreement covers all agreements and understandings by and among the parties relating to the Contract and the Equipment and BALC shall not be bound by any representations or inducements not specifically set forth herein. This Agreement shall not be amended or altered, except in writing signed by the party to be charged, and shall be governed by the laws of the State of Rhode Island.
10. This Agreement shall not become binding upon BALC until approved, accepted and executed by BALC by an authorized officer of BALC, and notice of such approval, acceptance and execution is hereby waived by all other parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns; provided, however, neither Assignor nor Assignee may assign its right, title, obligations or interests, if any, under this Agreement without the prior written consent of BALC.
11. This Agreement may be executed separately in counterpart.

[Signature pages follow]

IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Agreement, which is intended to take effect as a sealed instrument, as of the day and year first written above.

ASSIGNOR:

SMM South Corporation f/k/a Metal Management Mississippi, Inc.

By: *Brent Stewart*

Printed Name: BRENT STEWART

Title: VICE PRESIDENT

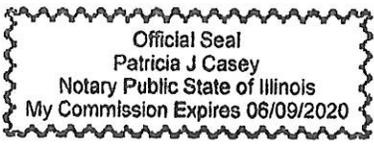
Address: 304 W. Bankhead St.
New Albany, MS 38652

STATE OF Illinois
COUNTY OF DuPage) ss.:

On this 9th day of November, 2016, before me the subscriber personally appeared Brent Stewart, who being by me duly sworn, did depose and say: that (s)he is the Vice President of SMM South Corp the corporation described in and which executed the foregoing instrument and that (s)he signed his/her name thereto by their own free act on behalf of said corporation.

Patricia J Casey
NOTARY PUBLIC

My Commission Expires: 06/09/2020



IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Agreement, which is intended to take effect as a sealed instrument, as of the day and year first written above.

ASSIGNEE:

SMM New England Corporation.

By: *[Signature]*

Printed Name: BRENT STEWART

Title: Vice President

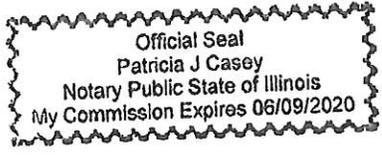
Address: 234 Universal Drive
North Haven, CT 06473

STATE OF Illinois
COUNTY OF DuPage) ss.:

On this 9th day of November, 2016, before me the subscriber personally appeared Brent Stewart, who being by me duly sworn, did depose and say: that (s)he is the Vice President of SMM New England corporation described in and which executed the foregoing instrument and that (s)he signed his/her name thereto by their own free act on behalf of said corporation.

Patricia J Casey
NOTARY PUBLIC

My Commission Expires: 06/09/2020



IN WITNESS WHEREOF, the parties, each by its duly authorized officer or agent, have duly executed and delivered this Agreement, which is intended to take effect as a sealed instrument, as of the day and year first written above.

CONSENTED TO AND APPROVED THIS 17th DAY OF November, 2016:

BALC:

Banc of America Leasing & Capital, LLC (BALC)

By: [Signature]

Printed Name: Ruth Mandel

Title: Vice President

Address: 2059 Northlake Parkway, 3 North
Tucker, GA 30084

STATE OF MI)
COUNTY OF Way) ss.:

On this 17th day of Nov., 2016, before me the subscriber personally appeared Ruth Mandel, who being by me duly sworn, did depose and say: that (s)he is the Vice Pres. of BALC, the corporation described in and which executed the foregoing instrument and that (s)he signed his/her name thereto by their own free act on behalf of said corporation.

Ruth Mandel
Banc of America Leasing & Capital, LLC

[Signature]
NOTARY PUBLIC

My Commission Expires



EXHIBIT "A"

Description of Cars: Twenty-Nine (29) FMC Gondola Cars, Car Nos.:

<u>Old Number</u>	<u>New Number</u>
OPSX 500534	MLMX 464
OPSX 500992	MLMX 468
OPSX 501271	MLMX 472
OPSX 501441	MLMX 473
OPSX 501948	MLMX 475
OPSX 502260	MLMX 477
OPSX 502669	MLMX 479
OPSX 503061	MLMX 482
OPSX 503517	MLMX 483
OPSX 503738	MLMX 484
OPSX 504157	MLMX 486
OPSX 504688	MLMX 487
OPSX 504769	MLMX 489
OPSX 504963	MLMX 492
OPSX 505021	MLMX 493
OPSX 505471	MLMX 494
OPSX 505994	MLMX 497
OPSX 506273	MLMX 498
OPSX 507164	MLMX 500
OPSX 507326	MLMX 502
OPSX 507458	MLMX 503
OPSX 507351	MLMX 506
SEPX 116459	MLMX 508
OPSX 507270	MLMX 509
OPSX 507342	MLMX 512
OPSX 507369	MLMX 513
OPSX 507377	MLMX 514
OPSX 507415	MLMX 515
OPSX 507431	MLMX 518