

LAW OFFICES OF
LOUIS E. GITOMER, LLC

RECORDATION NO. 30274-B
FILED NOVEMBER 17, 2016 4:45 PM
SURFACE TRANSPORTATION BOARD

LOUIS E. GITOMER
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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-B.

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:

Metal Management Midwest, Inc.
2500 S. Paulina Street
Chicago, IL 60608

Lessor:

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

Ms. Cynthia T. Brown
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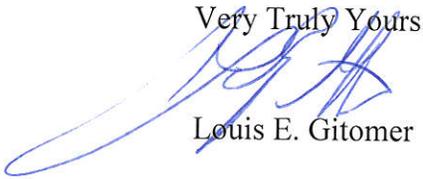
A description of the equipment covered by the Assignment and Assumption Agreement consists of 30 gondola cars numbered MLMX 461, 462, 463, 465, 466, 467, 469, 470, 471, 474, 476, 478, 480, 481, 485, 488, 490, 491, 495, 496, 499, 501, 504, 505, 507, 510, 511, 516, 517, and 519 (formerly numbered OPSX 500224, 500291, 500496, 500577, 500585, 500666, 501123, 501174, 501221, 501930, 502022, 502456, 502791, 502871, 504114, 504718, 504823, 504831, 505650, 505820, 506681, 504611, 507288, 507300, 507393, 507423, 507318, and 507466 and SEPX 1388 and 116475, 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@lgrailaw.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, Metal Management Midwest, Inc., 2500 S. Paulina Street, Chicago, IL 60608, and Banc of America Leasing & Capital, LLC, 2059 Northlake Parkway, 4 South, Tucker, GA 30084, covering 30 gondola cars numbered MLMX 461, 462, 463, 465, 466, 467, 469, 470, 471, 474, 476, 478, 480, 481, 485, 488, 490, 491, 495, 496, 499, 501, 504, 505, 507, 510, 511, 516, 517, and 519 (formerly numbered OPSX 500224, 500291, 500496, 500577, 500585, 500666, 501123, 501174, 501221, 501930, 502022, 502456, 502791, 502871, 504114, 504718, 504823, 504831, 505650, 505820, 506681, 504611, 507288, 507300, 507393, 507423, 507318, and 507466 and SEPX 1388 and 116475, 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 17th day of November, 2016, by and among SMM South Corporation f/k/a Metal Management Mississippi, Inc. ("Assignor"), Metal Management Midwest, Inc. ("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 2500 S. Paulina St., Chicago, Cook County, IL 60608, 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

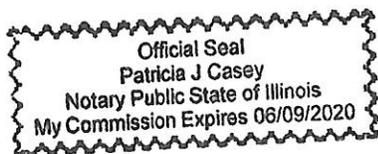
STATE OF Illinois)

COUNTY OF DePage) ss.:

On this 9th day of November, 2015, 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:

Metal Management Midwest, Inc.

By: *[Signature]*

Printed Name: BRENT STEWART

Title: VICE PRESIDENT

Address: 2500 S. Paulina St.
Chicago, IL 60608

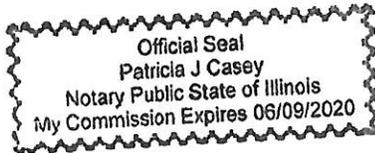
STATE OF Illinois

COUNTY OF De Page) ss.:

On this 9th day of November, 2015, 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 Metal Management 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. Midwest

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 Marcel

Title: Vice President

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

STATE OF GA)
COUNTY OF Henry) ss.:

On this 17th day of NOV, 2015, before me the subscriber personally appeared Ruth Marcel, who being by me duly sworn, did depose and say: that (s)he is the Vice Pres. of Banc of Am. 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.

[Signature]
NOTARY PUBLIC

[Signature]
Banc of America Leasing & Capital, LLC

My Commission Expires



EXHIBIT "A"

Description of Cars: Thirty (30) FMC Gondola Cars, Car Nos.:

<u>Old Number</u>	<u>New Number</u>
OPSX 500224	MLMX 461
OPSX 500291	MLMX 462
OPSX 500496	MLMX 463
OPSX 500577	MLMX 465
OPSX 500585	MLMX 466
OPSX 500666	MLMX 467
OPSX 501123	MLMX 469
OPSX 501174	MLMX 470
OPSX 501221	MLMX 471
OPSX 501930	MLMX 474
OPSX 502022	MLMX 476
OPSX 502456	MLMX 478
OPSX 502791	MLMX 480
OPSX 502871	MLMX 481
OPSX 504114	MLMX 485
OPSX 504718	MLMX 488
OPSX 504823	MLMX 490
OPSX 504831	MLMX 491
OPSX 505650	MLMX 495
OPSX 505820	MLMX 496
OPSX 506681	MLMX 499
OPSX 504611	MLMX 501
OPSX 507288	MLMX 504
OPSX 507300	MLMX 505
OPSX 507393	MLMX 507
OPSX 507423	MLMX 510
OPSX 507318	MLMX 511
OPSX 507466	MLMX 516
SEPX 1388	MLMX 517
SEPX 116475	MLMX 519