

WEINER, MCCAFFREY, BRODSKY & KAPLAN, P.C.

ATTORNEYS AT LAW

SUITE 800

1350 NEW YORK AVENUE, N.W.  
WASHINGTON, D.C. 20005-4797

(202) 628-2000

TELECOPIER (202) 628-2011

November 20, 1989

RECORDATION NO. 16407 FILED 147

NOV 20 1989 - 3 25 PM

INTERSTATE COMMERCE COMMISSION

MITCHEL H. KIDER  
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RANDAL D. SHIELDS  
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MICHAELA A. ALBON  
RICHARD J. ANDREANO, JR.  
CHRISTOPHER E. HAGERUP  
C. A. AVRAKOTOS\*  
MARK L. HESSEL  
STEPHEN D. NILES  
KEVIN M. SHEYS  
JEFFREY A. SOULE\*

\*NOT ADMITTED IN D.C.

HARVEY E. WEINER  
R. LAWRENCE MCCAFFREY, JR.  
JAMES A. BRODSKY  
PETER E. KAPLAN  
IRVING P. MARGULIES  
MARK M. LEVIN  
PETER A. GILBERTSON  
MARK H. SIDMAN  
L. MARK WINSTON  
THOMAS A. BROOKS

RICHARD J. MELNICK  
PATRICIA L. PAYNE  
JAY A. STEPHENS  
OF COUNSEL

HAND DELIVERED - DOCUMENTS FOR RECORDATION

9-324A091

Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Room 1324  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

Dear Ms. McGee:

Enclosed please find an original and one counterpart original of an Assignment and Assumption Agreement and Bill of Sale of railroad equipment by and between VMV Enterprises, Inc. and GATX Leasing Corporation, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a secondary document, an Assignment and Assumption Agreement and Bill of Sale between the above-mentioned parties entered into as of October 13, 1989. This document regards that certain lease by and between VMV Enterprises, Inc. and Helm Financial Corporation, a primary document, filed under Recordation No. 16407 on June 30, 1989.

The name and addresses of the parties to the document are as follows:

Seller: VMV Enterprises, Inc.  
1300 Kentucky Avenue  
Paducah, Kentucky 42001

Buyer: GATX Leasing Corporation  
Suite 5200  
Four Embarcadero Center  
San Francisco, California 94111

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*Handwritten signatures and initials on the left margin.*

Hon. Noreta R. McGee

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November 20, 1989

A short summary of the document and a description of the equipment covered by it to appear in the index follows:

An Assignment and Assumption Agreement and Bill of Sale by and between VMV Enterprises, Inc. and GATX Leasing Corporation covering 2 General Motors EMD, 3,000 H.P., GP40 Locomotives, Road Nos. UP 858 and 859.

A fee of \$15.00 is enclosed. Please return the original to Karen Lykke.

Sincerely,



Karen Lykke  
Legal Assistant

Enclosures

3157X/7590

**Interstate Commerce Commission**  
Washington, D.C. 20423

11/20/89

OFFICE OF THE SECRETARY

Karen Lykke  
Weiner, McCaffrey, Brodsky & Kaplan  
1350 New York Avenue N.W. Suite 800  
Washington, D.C. 20005-4797

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 11/20/89 at 3:25pm and assigned recordation number(s). 16407-C

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

REGISTRATION NO. 16407C FILED 1428

NOV 20 1989 -3 25 PM

INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT AND BILL OF SALE is entered into as of October 13, 1989, by and between VMV Enterprises, Inc., a Kentucky corporation ("Seller"), and GATX Leasing Corporation, a Delaware corporation ("Purchaser").

- W I T N E S S E T H -

WHEREAS, CG&T Industries, Inc., Seller and Purchaser are parties to an Asset Purchase Agreement, dated as of June 23, 1989 (the "Purchase Agreement"); and

WHEREAS, the Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption agreement and bill of sale substantially in the form hereof, to effect the sale by Seller to Purchaser of all right, title and interest of Seller in and to the Lease Assets referred to below, and the assumption by Purchaser of certain of the obligations of Seller under the Lease Documents referred to below.

NOW, THEREFORE, in consideration of the premises, the payment of Ten Dollars (\$10.00) and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Lease, the Sublease or in the Purchase Agreement.

2. Assignment. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY unto Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the following assets (the "Lease Assets"): (a) the Lease Documents, if any, listed on Schedule 1 attached hereto and made a part hereof, and (b) the Locomotives bearing number(s) described in Schedule 2 hereto (the "Lease Property"), excluding, however in each case, any claim, cause of action, liability or obligation of any nature or description or other right to payment (other than pursuant to Section 7.1(a) of the Purchase Agreement) accruing, arising or relating to any period prior to the date hereof or payable by reason of any act, event or omission occurring or existing prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof; TO HAVE AND TO HOLD THE SAME UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, FOREVER.

Seller, for itself, its successors and assigns, does hereby warrant and agree with Purchaser, its successors and assigns, that it is the lawful owner of the entire equity interest in the Lease Property and Lease Documents and has good right to sell the same to Purchaser, subject to the rights of the other parties to the Lease Documents, and Seller, for itself and its successors and assigns, does hereby covenant with Purchaser and its successors and assigns that Seller and its successors and assigns will defend the same unto Purchaser, its successors and assigns, against all and every person whomsoever lawfully claiming or laying claim to or making demands in respect of, the same by, through or under Seller (other than, except as provided in the Purchase Agreement, lawful claims arising from such rights of the other parties to the Lease Documents.)

3. Assumption. Purchaser undertakes the obligations of Lessor under the Lease with respect to the Lease Property described in Schedule 2 hereto on which Purchaser acquires such property.

4. Further Assurances. Seller agrees to execute and deliver such further documents, and to do such further things, as Purchaser may reasonably request, and at Purchaser's expense, in order to more fully effect this Assignment and Assumption Agreement and Bill of Sale and the transactions contemplated by the Purchase Agreement. Purchaser agrees to execute and deliver such further documents, and to do such further things, as Seller may reasonably request and at Seller's expense, in order to more fully effect this Assignment and Assumption Agreement and Bill of Sale and the transactions contemplated hereby and by the Purchase Agreement.

5. Purchaser Representations. Purchaser represents, warrants and confirms as of the date hereof that:

(a) Purchaser has full right, power and authority to enter into this Assignment and Assumption Agreement and Bill of Sale and to perform as Lessor under the Lease; and

(b) No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority is necessary on the part of Purchaser in connection with its performance of the Lease or this Assignment and Assumption Agreement and Bill of Sale except as referred to in Section 4.2(a) of the Purchase Agreement or to the extent such approval, consent or other action is necessary, the same has been obtained and is in full force and effect.

6. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of Kentucky.

7. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment and Assumption Agreement and Bill of Sale to be duly executed as of the day and year first above written.

SELLER:

VMV ENTERPRISES, INC.

Attest:

Arthur Ekerson

By: Paul M. Seaton

Name: Paul M. Seaton

Title: President & CEO

PURCHASER:

GATX LEASING CORPORATION

Attest:

David J. Meyer

By: John B. West

Name: John B. West

Title: Vice President

STATE OF KENTUCKY

COUNTY OF MCCRACKEN

On this 13th day of October, 1989, before me personally appeared Paul M. Seaton, to me personally known, who, being by me duly sworn, did depose and say that he is President of VMV Enterprises, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Susan K. McClellan  
Notary Public

My Commission Expires: 4/27/91

STATE OF CALIFORNIA

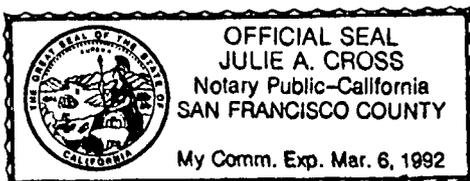
COUNTY OF SAN FRANCISCO

On this 16<sup>th</sup> day of October, 1989, before me personally appeared John W. West, to me personally known, who, being by me duly sworn, did depose and say that he is Vice President of GATX Leasing Corporation, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that of said corporation the seal affixed to the foregoing instrument is such corporate seal; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(Seal)

Julie A. Cross  
Notary Public

My Commission Expires: 3/16/92



SCHEDULE 1

Certificate of Acceptance by Helm Financial Corporation,  
dated September 18, 1989, pertaining to UP 858.

Certificate of Acceptance by Helm Financial Corporation,  
dated October 10, 1989, pertaining to UP 859.

Certificate of Acceptance by Union Pacific Railroad  
Company dated October 10, 1989, pertaining to UP 858 and 859.

SCHEDULE 2

Two 3000 H.P. turbo-charged four axle GP40 locomotives manufactured by the Electro Motive Division of General Motors, overhauled by VMV Enterprises, Inc., and further described as follows:

<u>UP Number</u>	<u>Original Number</u>	<u>Delivery Date</u>
858	SBD 6673	Accepted by Helm 9/19/89
859	SBD 6672	Accepted by Helm 10/10/89