

RECORDATION NO. 23332 FILED

JAN 17 '01 9-25 AM
TS
SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

January 16, 2001

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment and Assumption Agreement, dated December 18, 2000, 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:

Seller/Assignor: General Electric Railcar
Services Corporation
33 West Monroe Street
Chicago, IL 60603

Buyer/Assignee: Transport Capital Rail
Partners, LLC
70 West Madison Street
Suite 1960
Chicago, IL 60602

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

29 railcars bearing MSDR reporting marks and road numbers within the series
200002 to 200030

Mr. Vernon A. Williams
January 16, 2001
Page Two

A short summary of the document to appear in the index follows:

Assignment and Assumption Agreement between General Electric Railcar Services Corporation, Seller/Assignor, and Transport Capital Rail Partners, LLC, Buyer/Assignee, covering 29 railcars bearing MSDR reporting marks and road numbers within the series 200002 to 200030.

Also enclosed is a check in the amount of \$27.00 payable to the order of the Surface Transportation Board covering the required recordation fee and cross-indexing fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

ASSIGNMENT AND ASSUMPTION AGREEMENT JAN 17 '01 9-25 AM

(H&S Railroad Company, Inc.)

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated December 18, 2000 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Transport Capital Rail Partners, LLC, a Delaware limited liability company (the "Buyer").

WITNESSETH:

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 1, 2000 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer on the date hereof.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

1. Definitions. Capitalized terms used herein without definition shall have the meanings assigned to them in Section 4 of this Agreement.

2. Assignment. Effective as to each unit of Equipment, on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Per Diem Agreement (the "Assigned Operative Agreement") as it relates to such unit.

Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any rights to indemnification for tax and other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. Acceptance of Assignment; Assumption of Obligations; Effect of Assignment. The Buyer accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Assigned Operative Agreement. Effective on and after the Closing Date, the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Assigned Operative Agreement with respect to the units and each reference in the Assigned Operative Agreement to the Seller shall be deemed to mean the Buyer, insofar as the units are concerned. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the lessor of the units under the Assigned Operative Agreement.

4. Definitions. Except as otherwise specified or as the context may otherwise require, the following terms have the respective meanings set forth below whenever used in this Agreement (terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

Bill of Sale: as to a unit of Equipment, a bill of sale in the form of Exhibit I hereto.

Closing Date: as to a unit of Equipment and related Ownership Interest, the date of the Bill of Sale.

Equipment: the equipment listed on Exhibit A hereto, together with each and every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller (individually such railcars shall be referred to as a "unit" or "unit of Equipment").

Lessee: H&S Railroad Company, Inc.

Per Diem Agreement: that certain Schedule No. 11 to Per Diem Lease Agreement No. 3780-92-01, dated as of September 10, 1998, between the Seller and Lessee (referencing Per Diem Lease Agreement 3780-92-01, dated as of January 1, 1994, between the Seller and Lessee), and that certain Extension No. 1 to Schedule No. 11, dated February 29, 2000, between the Seller and Lessee, renewing and extending Schedule No. 11.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Assigned Operative Agreement with respect to such Equipment.

5. Amendments. No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. Notices. All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 10.5 of the Purchase Agreement.

7. Headings. The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

8. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

9. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to the conflict of law rules thereof.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: Barry J. Nohalty
Barry J. Nohalty
Vice President

TRANSPORT CAPITAL RAIL PARTNERS, LLC

By: TRANSPORT CAPITAL, LLC
Its: Manager

By: _____
D. Stephen Menzies
President

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above written.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____
Barry J. Nohalty
Vice President

TRANSPORT CAPITAL RAIL PARTNERS, LLC

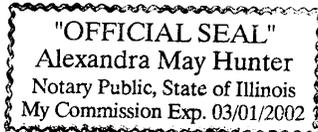
By: TRANSPORT CAPITAL, LLC
Its: Manager

By:  _____
D. Stephen Menzies
President

State of Illinois)
)
County of Cook)

On this, the 15th day of December, 2000, before me, a Notary Public in and for said County and State, personally appeared Barry J. Nohalty, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Alexandra May Hunter
Name: Alexandra May Hunter
Notary Public
My Commission Expires: 03/01/02
Residing in: Illinois

State of Illinois)
)
County of Cook)

On this, the 15th day of December, 2000, before me, a Notary Public in and for said County and State, personally appeared D. Stephen Menzies, the President of Transport Capital LLC, a Manager of Transport Capital Rail Partners, LLC, who acknowledged himself to be a duly authorized officer of Transport Capital LLC, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Alexandra May Hunter
Name: Alexandra May Hunter
Notary Public
My Commission Expires: 03/01/02
Residing in: Illinois

EXHIBIT I

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation ("Seller"), does hereby sell, transfer and assign to Transport Capital Rail Partners, LLC ("Buyer") all of Seller's rights, title and interest in and to the equipment described in Exhibit A hereto (the "Equipment"), subject to the terms and conditions of the Purchase Agreement, dated as of December 1, 2000, between Seller and Buyer (the "Purchase Agreement"), and the Assignment and Assumption Agreement, dated December ___, 2000, between Seller and Buyer.

Seller represents and warrants to Buyer and its successors and assigns that at the time of delivery of the Equipment, Seller had legal title thereto and good and lawful right to sell the Equipment, and the Equipment was free and clear of all Liens (as defined in the Purchase Agreement), other than as described in Section 3.3 of the Purchase Agreement.

GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____
Name: _____
Title: _____
Date: _____, 2000

Exhibit A
Equipment

<u>Count</u>	<u>Car Initial</u>	<u>Car #</u>	<u>Lessee/Customer</u>	<u>Contract #</u>
1	MSDR	200002	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
2	MSDR	200003	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
3	MSDR	200004	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
4	MSDR	200005	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
5	MSDR	200006	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
6	MSDR	200007	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
7	MSDR	200008	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
8	MSDR	200009	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
9	MSDR	200010	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
10	MSDR	200011	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
11	MSDR	200012	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
12	MSDR	200013	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
13	MSDR	200014	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
14	MSDR	200015	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
15	MSDR	200016	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
16	MSDR	200017	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
17	MSDR	200018	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
18	MSDR	200019	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
19	MSDR	200020	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
20	MSDR	200021	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
21	MSDR	200022	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
22	MSDR	200023	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
23	MSDR	200024	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
24	MSDR	200025	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
25	MSDR	200026	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
26	MSDR	200027	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
27	MSDR	200028	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
28	MSDR	200029	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01
29	MSDR	200030	H & S Railroad Company, Inc.	3780-92-01-011-01-00-01