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URBAN A. LESTER

October 3, 2002

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

RECORDATION NO. 16760-1 FILED

OCT 3 - '02 4:47 PM

SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of August 1, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Commission under Recordation Number 16760.

The names and addresses of the parties to the enclosed document are:

Assignor: Consolidation Coal Company
Consol Plaza
1800 Washington Road
Pittsburgh, PA 15241

Assignee: Union Electric Company
d/b/a AmerenUE
P.O. Box 66149
St. Louis, MI 63166

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

240 open top hopper coal railcars ACCX 90001 – ACCX 90240, inclusive

Mr. Vernon A. Williams
October 3, 2002
Page Two

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

Assignment and Assumption Agreement

Also enclosed is a check in the amount of \$30.00 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,

A handwritten signature in cursive script, appearing to read "Alvord", written in black ink.

Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 16760 ^D FILED

OCT 3 - '02 4-47 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of August 1, 2002 (this "Agreement"), is executed and delivered by Consolidation Coal Company, a Delaware corporation having its principal place of business at Consol Plaza, 1800 Washington Road, Pittsburgh, Pennsylvania 15241 ("Assignor"), and Union Electric Company d/b/a AmerenUE, a Missouri corporation having its principal place of business at P.O. Box 66149, St. Louis, Missouri 63166 ("Assignee").

Statement of Facts

1. Pitney Bowes Credit Corporation ("PBCC"), a Delaware corporation having its principal place of business at 27 Waterview Drive, Shelton, CT 06484, as lessor, and Assignor, as lessee, entered into a Master Equipment Lease Agreement No. 0069682 dated as of February 9, 1990 (the "Master Lease") and Lease Schedule Nos. 801, 802 and 803 thereto (the "Schedules" and together with the Master Lease, the "Lease"), pursuant to which Lease PBCC leased to Assignor all of the property and equipment more fully described in the attached Schedule A (the "Equipment"). The Lease was recorded with the Interstate Commerce Commission on February 13, 1990, under Recordation No. 16760.

2. Pursuant to a Bill of Sale and an Assignment and Assumption Agreement, each dated on or about September 30, 1997, PBCC sold and assigned its interest in the Lease, the Schedules and the equipment leased thereunder to GATX Third Aircraft Corporation ("GATX Third"). A Memorandum of Bill of Sale and Assignment and Assumption Agreement was filed with the Surface Transportation Board ("STB") on September 30, 1997, under Recordation No. 16760-A.

3. Pursuant to an Assignment and Assumption Agreement, dated March 11, 1998, GATX Third assigned and sold its interest in the Lease as it relates to Schedule No. 803 and the equipment leased pursuant to that Schedule to Wilmington Trust Company ("WTC" or "Lessor"), not in its individual capacity but solely as trustee of Sonoma II Trust. An Assignment and Assumption Agreement was filed with the STB on March 11, 1998, under Recordation No. 16760-B.

4. Pursuant to an Assignment and Assumption Agreement dated as of March 11, 1998, GATX Third assigned and sold its interest in the Lease as it relates to Schedule Nos. 801 and 802 and the equipment leased pursuant to those Schedules to WTC, not in its individual capacity but solely as trustee of Sonoma III Trust. The Assignment and Assumption Agreement was filed with the STB on March 11, 1998, under Recordation No. 16760-C.

5. Thereafter PBCC purchased the beneficial interest in Sonoma III Trust, and NFMR, Inc. ("NFMR"), purchased the beneficial interest in Sonoma II Trust. General Electric Railcar Services Corporation is authorized to administer all activities with respect to the Sonoma II Trust on behalf of NFMR, Inc.

6. Pursuant to Section 20 of the Master Lease, Assignor may assign its rights and obligations under the Lease; Assignee desires to assume all of such rights and obligations; and

WTC, PBCC and NFMR hereby acknowledge such assignment and assumption on the terms and conditions set forth below.

Statement of Terms

1. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease, together with all of Assignor's obligations and liabilities under the Lease, and Assignee hereby unconditionally assumes, agrees to pay, discharge, satisfy and perform any and all liabilities and obligations, including the replacement of the prefix for the reporting marks from "ACCX" to "UCEX" on the Equipment, at the times and in the manner set forth therein, all with the same force and effect as if Assignee were originally named as "Lessee" under the Lease. Assignee represents and warrants to Lessor that it has received from Assignor a true and complete copy of the Lease and has read and understood all of the terms thereof. All of the Equipment has been delivered to Assignee by Assignor, Assignee has had an adequate opportunity to inspect such Equipment and Assignee accepts all of such Equipment irrevocably for all purposes of this Agreement.

2. Without limiting the generality of the foregoing assignment and assumption of rights, obligations and liabilities, Assignee expressly agrees (a) that the assumption of obligations and liabilities of Assignee and the agreement by Assignee to pay and discharge the same, as contained and set forth herein, is intended to be an unconditional promise to Lessor of payment and performance by Assignee, and Assignee's duties and obligations with respect thereto shall be construed to be that of a principal and not that of a surety, and (b) that Assignee understands that the Lease cannot be cancelled or terminated except as expressly provided therein and that Assignee's obligations to pay all rent and other amounts payable under the Lease and to perform the duties, obligations and responsibilities with respect thereto shall be absolute and unconditional as provided in the Lease under any and all circumstances.

3. Assignor agrees that, notwithstanding this assignment, it shall at all times be and remain liable to Lessor for the payment of all rent and other amounts payable under the Lease and the performance of all covenants and obligations of "Lessee" arising under the terms of the Lease prior to the date hereof. Assignee agrees not to assert against Lessor any defense, set off, recoupment, claim or counterclaim which Assignee might have against Assignor arising from this Agreement.

4. Assignor hereby represents and warrants to Lessor as follows: (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation; (b) Assignor has full power, authority and legal right to execute, deliver and perform this Agreement; (c) this Agreement has been duly authorized, executed and delivered by Assignor and constitutes a legal, valid and binding obligation of Assignor, enforceable in accordance with its terms; (d) as of the date of assignment, Assignor is not in default as to any obligation under the Lease and has received no notices of default; and (e) Assignor is not aware of any damage to the equipment except as has been expressly set forth in writing to Assignee. Assignor further represents that it has provided to Assignee a true and complete copy of the Lease and all documents related thereto.

5. Assignee hereby represents and warrants to Lessor as follows: (a) Assignee is a corporation duly organized, validly existing and in good standing under the laws of its state of

incorporation; (b) Assignee has full power, authority and legal right to execute, deliver and perform this Agreement; and (c) this Agreement has been duly authorized, executed and delivered by Assignee and constitutes a legal, valid and binding obligation of Assignee, enforceable in accordance with its terms.

6. Assignor hereby represents and warrants to Assignee (a) that as of the date of the Assignment, Assignor is not in default as to any obligation under the Lease and has received no notice of default; and (b) Assignor is not aware of any damage to the equipment except as has been expressly set forth in writing to Assignee. Assignor hereby agrees to indemnify, defend, and hold Assignee harmless from and against any and all claims arising from Assignor's breach of this warranty and representation.

7. The agreements of Assignee herein contained shall be enforceable by Lessor in its own name, with this Agreement being binding upon, inuring to the benefit of and being enforceable by, Assignor, Assignee and Lessor and their respective successors and assigns; *provided, however*, that no transfer, further assignment or sublease shall be made by Assignor or Assignee except in compliance with the terms of the Lease.

8. All notices, demands and documents provided for in the Lease or herein shall be deemed to have been given or made (i) five (5) days after having been deposited with the United States Postal Service, postage prepaid, or (ii) upon delivery if sent by a nationally recognized overnight delivery service (with charges prepaid) or sent by facsimile (with telephonic confirmation of receipt), or personally delivered, in each case addressed to Assignor or Assignee at their respective addresses set forth above, to NFMR at c/o General Electric Railcar Services Corporation, 161 North Clark Street, 7th Floor, Chicago, Illinois 60601 and to PBCC and Lessor in care of PBCC at PBCC's address set forth above, or at such other addresses as any of such parties may designate in writing to the others from time to time for such purpose.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same agreement.

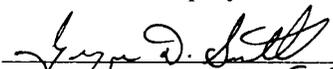
10. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, which laws shall prevail in the event of a conflict of laws.

11. All parties hereto agree that this Agreement may be filed with the STB by PBCC as "Manager."

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement by their respective duly authorized officers and Lessor has consented hereto as of the day and year first above written.

ASSIGNOR:

Consolidation Coal Company

By: 
Print Name: George D. Smith
Title: MANAGER - PURCHASING SERVICES

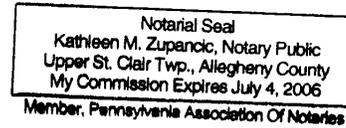
State of Pennsylvania)
) SS
County of Allegheny)

On this 5th day of August, 2002, before me personally appeared George D. Smith to me personally known, who being by me duly sworn, says that he/she is the Manager of Purchasing Services that said instrument was signed on behalf of said corporation by authority of the Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Kathleen M. Zupancic
Signature of Notary Public

(SEAL)

My Commission Expires 7-4-06



ASSIGNEE:

Union Electric Company d/b/a AmerenUE

By: _____
Print Name: _____
Title: _____

State of _____)
) SS
County of _____)

On this ____ day of _____, 2002, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is the _____ of _____, that said instrument was signed on behalf of said corporation by authority of the Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

(SEAL)

My Commission Expires _____

By the signature of its duly authorized representative below, each of the undersigned acknowledges the assignment and assumption provided for in this Agreement and acknowledges that to the best of its knowledge, for itself, as of the date of this acknowledgement, Assignor is not in default under the Lease.

State of _____)
) SS
County of _____)

On this ____ day of _____, 2002, before me personally appeared _____, to me personally known, who being by me duly sworn, says that he/she is the _____ of _____, that said instrument was signed on behalf of said corporation by authority of the Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Signature of Notary Public

(SEAL)

My Commission Expires _____

ASSIGNEE:

Union Electric Company d/b/a AmerenUE

By: *Charles Naslund*
Print Name: Charles Naslund
Title: Vice President Power Operations

State of Missouri)
) SS
County of City of St. Louis)

On this 17th day of September, 2002, before me personally appeared Charles Naslund, to me personally known, who being by me duly sworn, says that he/she is the Vice President of Power Operations, that said instrument was signed on behalf of said corporation by authority of the Board of Directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



(SEAL)

My Commission Expires 7-9-04

Laura K. Hannick
Signature of Notary Public

By the signature of its duly authorized representative below, each of the undersigned acknowledges the assignment and assumption provided for in this Agreement and acknowledges that to the best of its knowledge, for itself, as of the date of this acknowledgement, Assignor is not in default under the Lease.

Schedule " A"

(240) 5-Pocket, 105 Ton, 4,000 cubic foot, aluminum body-steel underframe mechanized rapid discharge II open top hopper coal rail cars manufactured by Trinity Industries.
Reporting Marks are as follows:

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|------------|------------|------------|------------|
| ACCX 90001 | ACCX 90002 | ACCX 90003 | ACCX 90004 |
| ACCX 90005 | ACCX 90006 | ACCX 90007 | ACCX 90008 |
| ACCX 90009 | ACCX 90010 | ACCX 90011 | ACCX 90012 |
| ACCX 90013 | ACCX 90014 | ACCX 90015 | ACCX 90016 |
| ACCX 90017 | ACCX 90018 | ACCX 90019 | ACCX 90020 |
| ACCX 90021 | ACCX 90022 | ACCX 90023 | ACCX 90024 |
| ACCX 90025 | ACCX 90026 | ACCX 90027 | ACCX 90028 |
| ACCX 90029 | ACCX 90030 | ACCX 90031 | ACCX 90032 |
| ACCX 90033 | ACCX 90034 | ACCX 90035 | ACCX 90036 |
| ACCX 90037 | ACCX 90038 | ACCX 90039 | ACCX 90040 |
| ACCX 90041 | ACCX 90042 | ACCX 90043 | ACCX 90044 |
| ACCX 90045 | ACCX 90046 | ACCX 90047 | ACCX 90048 |
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| ACCX 90157 | ACCX 90158 | ACCX 90159 | ACCX 90160 |

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|------------|------------|------------|------------|
| ACCX 90161 | ACCX 90162 | ACCX 90163 | ACCX 90164 |
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| ACCX 90197 | ACCX 90198 | ACCX 90199 | ACCX 90200 |
| ACCX 90201 | ACCX 90202 | ACCX 90203 | ACCX 90204 |
| ACCX 90205 | ACCX 90206 | ACCX 90207 | ACCX 90208 |
| ACCX 90209 | ACCX 90210 | ACCX 90211 | ACCX 90212 |
| ACCX 90213 | ACCX 90214 | ACCX 90215 | ACCX 90216 |
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| ACCX 90237 | ACCX 90238 | ACCX 90239 | ACCX 90240 |