

RECORDATION NO. 22419-D FILED

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
1050 SEVENTEENTH STREET, N.W.  
SUITE 301  
WASHINGTON, D.C.  
20036

**MAR 14 '03 10-06AM**  
**SURFACE TRANSPORTATION BOARD**

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

OF COUNSEL  
URBAN A. LESTER

(202) 393-2266  
FAX (202) 393-2156  
E-MAIL [alvordlaw@aol.com](mailto:alvordlaw@aol.com)

March 14, 2003

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 as of March 14, 2003, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Locomotive Head Lease which was previously filed under Recordation Number 22419.

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

Old Head Lessor/  
Assignor: Edmun Inc.  
c/o GMC Diesel Division  
600 Clarke Road  
London, Ontario  
Canada N5V 3 K5

New Head Lessor/  
Assignee: El-Mo-Mex, Inc.  
c/o General Motors Corporation  
(Electro-Motive Division)  
9301 West 55<sup>th</sup> Street  
LaGrange, IL  
U.S.A. 60525

Mr. Vernon A. Williams  
March 14, 2003  
Page Two

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

75 locomotives TFM 1600 – TFM1674

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 one stamped copy of the enclosed documents to the  
undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr  
Enclosures

RECORDATION NO. 22419-D FILED

MAR 14 '03 10-08 AM

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

**THIS ASSIGNMENT AND ASSUMPTION OF THE HEAD LEASE** (the "Assignment") is made as of the 14 day of March, 2003

**BETWEEN:**

**EDMUN INC.**, a corporation governed by the laws of Alberta  
(the "Assignor")

-and-

**EL-MO-MEX, INC.**, a corporation governed by the laws of Delaware  
(the "Assignee")

**RECITALS:**

- A. **WHEREAS** pursuant to a lease of locomotives dated September 8, 1999 (the "Head Lease") between the Assignor, as lessor, and General Motors de Mexico, S. de R.L. de C.V. ("General Motors de Mexico"), as lessee, the Assignor leased 75 General Motors SD70MAC 4,000 horse power diesel-electric locomotives, as more particularly described in Schedule A, to General Motors de Mexico;
- B. **AND WHEREAS** General Motors de Mexico has agreed to enter into an assignment and assumption agreement with Controladora General Motors, S.A. de C.V. ("CGM") whereby General Motors de Mexico will assign and CGM will assume all of the rights and obligations of General Motors de Mexico under the Head Lease;
- C. **AND WHEREAS** the Assignor desires to assign all of its obligations under the Head Lease (the "Assigned Interest") to the Assignee;
- D. **AND WHEREAS** the Assignee has agreed to assume the Assigned Interest;
- E. **AND WHEREAS** the Assignor has agreed to provide the Assignee with consideration for the assumption of the Assigned Interest.

**NOW THEREFORE**, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), the parties hereto covenant and agree as follows:

**1. Assignment by the Assignor**

The Assignor hereby absolutely assigns, transfers and sets over, effective as of the date hereof all of the Assigned Interest unto the Assignee.

**2. Acceptance by the Assignee**

The Assignee hereby accepts, as of the date hereof, the assignment of the Assigned Interest.

**3. Assumption by the Assignee**

The Assignee hereby assumes all obligations and liabilities with respect to the Assigned Interest.

**4. Consideration of the Assignee**

As consideration for the Assignee assuming the Assigned Interest, the Assignor shall pay to the Assignee the principal amount of US\$108,019,867.

**5. Further Assurances**

The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Assignment, and each party hereto shall provide such further documents or instruments required by any other party hereto as may be reasonably necessary or desirable to effect the purpose of this Assignment and carry out its provisions.

**6. Law of Contract**

This Assignment is a contract made under and shall be governed by and construed in accordance with the laws of Mexico.

**7. Counterparts**

This Assignment may be executed by the parties hereto in counterparts and may be executed and delivered by facsimile and all such counterparts and facsimiles shall together constitute one and the same agreement.

**[INTENTIONALLY LEFT BLANK]**

8. Successors and Assigns

This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors (including any successor by reason of amalgamation of any party hereto) and assigns.

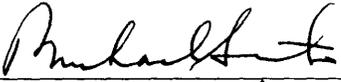
IN WITNESS WHEREOF the parties have duly executed this agreement as of the date hereof.

EDMUN INC.

By:   
Name: P. Michael Smith  
Title: Vice President

By:   
Name: K. McANLESS  
Title: ASSISTANT TREASURER

EL-MO-MEX, INC.

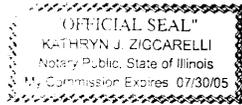
By:   
Name: P. Michael Smith  
Title: Vice President

By:   
Name: K. McANLESS  
Title: VICEPRESIDENT

STATE OF ILLINOIS )  
 )  
 )  
COUNTY OF COOK )  
 )  
 )  
TO WIT: )

I, Kathryn J. Ziccarelli, of the County of DuPage, in the State of Illinois, a notary public in and for the State of Illinois, duly appointed, do certify that the paper writing hereto annexed is the **Assignment and Assumption Agreement** between **Edmun Inc.** (the "Corporation") and **El-Mo-Mex, Inc.**, and I was present and did see **Keith A. McCannless** executing the document on behalf of the Corporation in his capacity as **Assistant Treasurer** of the Corporation, an act whereof being requested I have granted the same under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal at the City of LaGrange this 7<sup>th</sup> day of March, 2003.

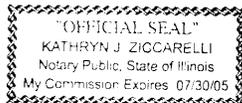


Kathryn J. Ziccarelli  
A Notary Public in and for the  
State of Illinois

STATE OF ILLINOIS )  
 )  
 )  
COUNTY OF COOK )  
 )  
 )  
TO WIT: )

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IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal at the City of LaGrange this 7<sup>th</sup> day of March, 2003.



Kathryn J. Ziccarelli  
A Notary Public in and for the  
State of Illinois



SPRINGFIELD, ILLINOIS

**APOSTILLE**  
APOSTILLE

(Convention de La Haye du 5 Octobre 1961)

1. Country: United States of America  
This public document
2. has been signed by KATHRYN J. ZICCARELLI
3. acting in the capacity of NOARY PBLIC, DUPAGE COUNTY
4. bears the seal/stamp of STATE OF ILLINOIS

Certified

5. Chicago, Illinois
6. MARCH 10, 2003
7. by the Secretary of State, State of Illinois
8. No. 7678
9. Seal/Stamp:

10. Signature:

*Jesse White*

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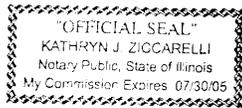
JESSE WHITE  
SECRETARY OF STATE  
STATE OF ILLINOIS



STATE OF ILLINOIS )  
)  
)  
COUNTY OF COOK )  
)  
TO WIT: )

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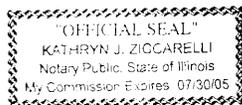


Kathryn J. Ziccarelli  
A Notary Public in and for the  
State of Illinois

STATE OF ILLINOIS )  
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IN TESTIMONY WHEREOF I have hereunto set my hand and affixed my notarial seal at the City of LaGrange this 7<sup>th</sup> day of March, 2003.



Kathryn J. Ziccarelli  
A Notary Public in and for the  
State of Illinois

**SCHEDULE A**  
**LOCOMOTIVES ROSTER**

**Reporting Mark: TFM**

<b><u>ROAD NUMBER</u></b>	<b><u>ROAD NUMBER</u></b>	<b><u>ROAD NUMBER</u></b>
1600	1625	1650
1601	1626	1651
1602	1627	1652
1603	1628	1653
1604	1629	1654
1605	1630	1655
1606	1631	1656
1607	1632	1657
1608	1633	1658
1609	1634	1659
1610	1635	1660
1611	1636	1661
1612	1637	1662
1613	1638	1663
1614	1639	1664
1615	1640	1665
1616	1641	1666
1617	1642	1667
1618	1643	1668
1619	1644	1669
1620	1645	1670
1621	1646	1671
1622	1647	1672
1623	1648	1673
1624	1649	1674

Total Units = 75

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 3/14/03

  
\_\_\_\_\_  
Robert W. Alvord