

NOV 02 '05 4-09 PM

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

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL  
URBAN A. LESTER

20036  
\_\_\_\_\_  
(202) 393-2266  
FAX (202) 393-2156  
E-MAIL alvordlaw@aol.com

November 2, 2005

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 November 2, 2005, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Assignment and Assumption Agreements which were previously filed under Recordation Numbers 22419-E and -F.

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

Assignor: Controladora General Motors, S.A. de C.V.  
Av. Ejercito Nacional No. 843  
Colonia Granada  
C.P. 11520  
Mexico, D.F.

Assignee/  
Assignor: General Motors Corporation  
9301 West 55<sup>th</sup> Street  
LaGrange, IL  
U.S.A. 60525

Mr. Vernon A. Williams  
November 2, 2005  
Page Two

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

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 \$33.00 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/anm  
Enclosures

NOV 02 '05 4-09 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT SURFACE TRANSPORTATION BOARD

**THIS ASSIGNMENT AND ASSUMPTION OF SUBLEASE** (the "Assignment") is made effective as of the 2nd day of November, 2005

**BETWEEN:**

**Controladora General Motors, S.A. de C.V.**, a corporation governed by the laws of Mexico

("CGM");

**General Motors Corporation**, a corporation governed by the laws of Delaware

("GMC")

-and-

**El-Mo-Mex, Inc.**, a corporation governed by the laws of Delaware

(the "Assignee"),

with the participation of

**TFM, S.A. de C.V.**, a corporation governed by the laws of Mexico

("TFM").

**RECITALS:**

- A. **WHEREAS** pursuant to an Assignment and Assumption Agreement dated March 14, 2003 between General Motors de Mexico, S. de R.L. de C.V. ("GMM") and CGM, CGM acquired all the rights and obligations of lessor under a sublease of locomotives dated September 8, 1999 (the "Sublease") between GMM, as lessor, and TFM as lessee;
- B. **AND WHEREAS** pursuant to an Assignment and Assumption Agreement dated March 14, 2003 between GMM and CGM, CGM acquired all the rights and obligations of lessee under a lease of locomotives dated September 8, 1999 (the "Head Lease") originally between Edmun, Inc., as lessor, and GMM as lessee;

- C. **AND WHEREAS** pursuant to an Assignment and Assumption Agreement dated March 14, 2003, between Edmun, Inc., as assignor and the Assignee as assignee, the Assignee has all the rights and obligations of lessor under the Head Lease;
- D. **AND WHEREAS** CGM has agreed to enter into an assignment and assumption agreement of even date herewith, whereby it will assign all of its rights and obligations under the Head Lease to GMC and GMC will assign all of its rights and obligations under the Head Lease to the Assignee;
- E. **AND WHEREAS** the Assignee, will become both the lessor and the lessee under the Head Lease (as well as the lessor under the Sublease), it has been determined to terminate on the date hereof the Head Lease (to the extent the Head Lease is not otherwise terminated by operation of law);
- F. **AND WHEREAS** CGM has agreed to assign, all of its rights and obligations under the Sublease (the "Assigned Interest") to GMC, and GMC in turn has agreed to assign, all of its rights and obligations under the Assigned Interest to the Assignee, and the Assignee has agreed to assume the Assigned Interest;
- G. **AND WHEREAS** the locomotives subject to the Sublease and the Head Lease are those locomotives described and listed on the attached Schedule A.

**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**

CGM hereby absolutely assigns, transfers and sets over, effective as of the date hereof all of the Assigned Interest unto GMC for its sole use and benefit, and GMC hereby absolutely and immediately assigns, transfers and sets over, effective as of the date hereof all of the Assigned Interest unto the Assignee for its sole use and benefit.

**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 expressly assumes all obligations and liabilities with respect to the Assigned Interest and agrees with GMM, CGM and GMC that the Assignee shall perform all of the covenants and obligations of GMM, CGM and/or GMC under all of the documents relating to the Assigned Interest whether arising before or after the date of this Agreement and shall indemnify and save harmless GMM, CGM and GMC from all claims, actions, causes of action, proceedings, losses, damages, costs, liabilities and

expenses incurred, suffered or sustained as a result of any default by the Assignee with respect to such assumption and performance. GMM, CGM and GMC are hereby expressly released from any and all covenants and obligations under all of the documents relating to the Assigned Interest whether arising before or after the date of this Assignment. CGM and GMC hereby acknowledge that, effective with the assignment of the Assignment Interest in favor of the Assignee, they will have no further right, title, interest or claim under or with respect to the locomotives subject to the Sublease or the Assigned Interest (except with respect to indemnity claims attributable to events occurring prior to such assignment).

**4. Termination of Head Lease**

The parties hereby acknowledge that the Head Lease is being irrevocably terminated on the date hereof. Any and all references in the Sublease to "Head Lease" and "Head Lessor" shall be deemed (from the dated hereof) to be references to the Sublease and the Lessor, respectively, as the context may require.

**5. Termination of Trust Agreement**

The parties hereby acknowledge that the Trust Agreement dated as of September 14, 1999, as amended, to which CGM, TFM and others are party, is being irrevocably terminated by a separate Termination of Trust Agreement dated the date hereof.

**6. 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.

**7. Law of Contract**

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

**8. 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.

**9. 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.

[signature page follows]

[signature page to Assignment and Assumption Agreement]

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

**CONTROLADORA GENERAL MOTORS  
S.A. de C.V.**

By: \_\_\_\_\_

Name: Enrique Juan Driessen  
Yzerman.  
Title: Legal Representative.

  
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**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_

Name: Walter G. Borst  
Title: Corporate Treasurer

**EL-MO-MEX, INC.**

By: \_\_\_\_\_

Name: Raymond A. Krause  
Title: President

TFM, S.A. de C.V., hereby acknowledges notice of and consents to, the assignments effected hereunder, as well as to the termination of the Head Lease as described herein:

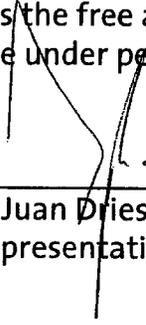
**TFM, S.A. de C.V.**

\_\_\_\_\_  
By:  
Title:



## Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of Controladora General Motors, S.A. de C.V. by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of Controladora General Motors S.A. de C.V. I further declare under penalty of perjury that the foregoing is true and correct.

By:   
Enrique Juan Driessen Yzerman.  
Legal Representative



[signature page to Assignment and Assumption Agreement]

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

**CONTROLADORA GENERAL MOTORS  
S.A. de C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL MOTORS CORPORATION**  
By:   
Name: Walter G. Borst  
Title: Corporate Treasurer

**EL-MO-MEX, INC.**

By: \_\_\_\_\_  
Name: Raymond A. Krause  
Title: President

TFM, S.A. de C.V., hereby acknowledges notice of and consents to, the assignments effected hereunder, as well as to the termination of the Head Lease as described herein:

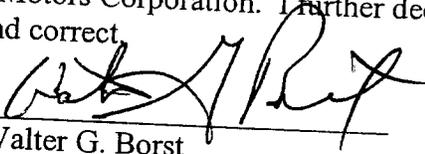
**TFM, S.A. de C.V.**

\_\_\_\_\_  
By:  
Title:

### Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of General Motors Corporation by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of General Motors Corporation. I further declare under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_



Walter G. Borst  
Corporate Treasurer

[signature page to Assignment and Assumption Agreement]

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

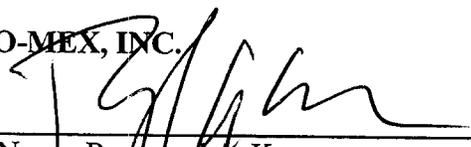
**CONTROLADORA GENERAL MOTORS  
S.A. de C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Name: Walter G. Borst  
Title: Corporate Treasurer

**EL-MO-MEX, INC.**

By:  \_\_\_\_\_  
Name: Raymond A. Krause  
Title: President

TFM, S.A. de C.V., hereby acknowledges notice of and consents to, the assignments effected hereunder, as well as to the termination of the Head Lease as described herein:

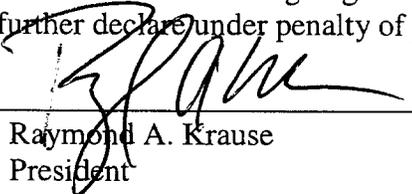
**TFM, S.A. de C.V.**

\_\_\_\_\_  
By:  
Title:

### Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of El-Mo-Mex., Inc. by authority of its board of directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of El-Mo-Mex, Inc. I further declare under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_

  
Raymond A. Krause  
President

[signature page to Assignment and Assumption Agreement]

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

**CONTROLADORA GENERAL MOTORS  
S.A. de C.V.**

By: \_\_\_\_\_  
Name:  
Title:

**GENERAL MOTORS CORPORATION**

By: \_\_\_\_\_  
Name: Walter G. Borst  
Title: Corporate Treasurer

**EL-MO-MEX, INC.**

By: \_\_\_\_\_  
Name: Raymond A. Krause  
Title: President

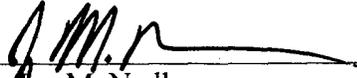
TFM, S.A. de C.V., hereby acknowledges notice of and consents to, the assignments effected hereunder, as well as to the termination of the Head Lease as described herein:

TFM, S.A. de C.V.  
  
By: Jay M. Nadlman  
Title: Authorized Representative

### Certification

I certify that I hold the title set forth below, that the foregoing instrument was signed on behalf of TFM, S.A. de C.V. by authority of its shareholders and that I acknowledge that the execution of the foregoing instrument was the free act and deed of TFM, S.A. de C.V. I further declare under penalty of perjury that the foregoing is true and correct.

By: \_\_\_\_\_

Name:  Jay M. Nadlman

Title: Authorized Representative

**Schedule A**  
**List of Locomotives**

**Reporting Mark: TFM**

<u>ROAD NUMBER</u>	<u>ROAD NUMBER</u>	<u>ROAD NUMBER</u>
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: 11/2/05

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