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ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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SUITE 301  
WASHINGTON, D.C.

MAY 01 '06 4-36 PM

SURFACE TRANSPORTATION BOARD

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

20036  
(202) 393-2266  
FAX (202) 393-2156  
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OF COUNSEL  
URBAN A. LESTER

May 1, 2006

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 two (2) copies of a Assignment and Assumption Agreement, dated as of May 1, 2006, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Restated Lease Supplement No. 2 being filed with the Board under Recordation Number 26318.

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

Assignor: Wells Fargo Bank Northwest, National Association  
299 South Main Street, 12<sup>th</sup> Floor  
Salt Lake City, Utah 84111

Assignee: Siemens Financial Services, Inc.  
170 Wood Avenue South  
Iselin, New Jersey 08830

Mr. Vernon A. Williams  
May 1, 2006  
Page 2

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

942 Mechanized Rapid Discharge® V Coal railcars within the two series JHMX 99001 – JHMX 99840 and JHMX 991321 – JHMX 991440 as more particularly set forth in the equipment schedule attached to the document.

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

Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$34.00 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,



Robert W. Alvord

RWA/sem  
Enclosures

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ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

THIS AGREEMENT, dated as of May 1, 2006 is by and between WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as Owner Trustee ("Assignor") and SIEMENS FINANCIAL SERVICES, INC., a Delaware corporation ("Assignee").

WITNESSETH

WHEREAS, Assignor is the Lessor under that certain Equipment Leasing Agreement dated as of March 19, 1999, between Assignor, as lessor, and Alabama Power Company, as lessee (as amended and supplemented, as applicable, by (i) that certain Amendment to Equipment Leasing Agreement dated as of April 15, 1999, (ii) that certain Amendment No. 2 to Equipment Leasing Agreement dated as of May 1, 2006, (iii) that certain Lease Supplement No. 1 dated as of March 19, 1999, (iv) those certain Acceptance Notices dated March 19, 1999 and April 30, 1999, (v) the Restated Lease Supplement dated as of April 30, 1999, which Restated Lease Supplement, by its terms, superseded Lease Supplement No. 1 and the Acceptance Notices described in subsection (iv), (vi) the Acceptance Notice dated April 30, 1999, and (vii) the Restated Lease Supplement dated May 1, 2006, the "Lease");

WHEREAS, pursuant to that certain Railcar Purchase Agreement dated as of May 1, 2006 (the "Purchase Agreement") among Assignor, as seller, Pitney Bowes Credit Corporation, as Beneficiary, and Assignee, as purchaser, Assignee has agreed to acquired all of Assignor's right, title and interest in and to the Lease and the Equipment subject to such Lease, among other things;

WHEREAS, the Assignor is a beneficiary under that certain Partial Assignment dated as of March 18, 1999 (the "Partial Assignment") pursuant to which Alabama Power Company ("APCo") assigned all of its rights and remedies under that certain Railcar Manufacturing Agreement dated as of February 16, 1998 between APCo and Trinity Industries, Inc. with respect to certain railcars described thereon; and

WHEREAS, Assignor desires to assign, sell, convey and transfer to Assignee, and Assignee desires to accept the assignment, sale, conveyance and transfer of all of Assignor's right, title and interest in, to and under the Lease and the Partial Assignment, and to assume Assignor's obligations under the Lease and the Partial Assignment, as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows (all capitalized terms used herein and not otherwise defined herein shall have the meanings provided therefor in the Lease):

Section 1. Assignment. Assignor hereby assigns, sells, conveys and transfers all of its right, title and interest in and to the Lease and the Partial Assignment unto Assignee, and its successors and assigns forever.

Section 2. Assumption of Obligations. Assignee hereby accepts and assumes all

obligations of Assignor as Lessor under the Lease and under the Partial Assignment arising from and after the date hereof, and agrees to hereafter keep and perform all of the covenants and obligations of the Assignor as Lessor thereunder.

Section 3. Miscellaneous. This Agreement may be signed in one or more counterparts with the same effect as if the signatures to each counterpart were upon a single instrument. All counterparts shall be considered an original hereof. The terms and provisions hereof shall inure to the benefit of and be binding on the parties hereto and their respective successors and assigns. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity, and performance.

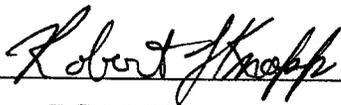
[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Assignee

SIEMENS FINANCIAL SERVICES, INC.

By:   
Name: Roland Chalons-Browne  
Title: CEO

By:   
Name: ROBERT J. KNAPP  
Title: SR. VP & CFO

Assignor

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

Assignee

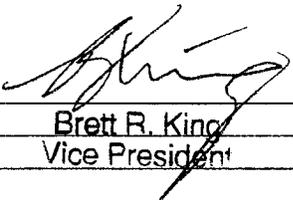
SIEMENS FINANCIAL SERVICES, INC.

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

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

Assignor

WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION

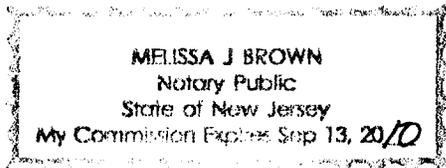
By:  \_\_\_\_\_  
Name: Brett R. King  
Title: Vice President

STATE OF *New Jersey*

COUNTY OF *Middlesex*, ss:

On this *28<sup>th</sup>* day of *April*, 2006, before me personally appeared *Roland Cheloni-Brown*, to me personally known, who being by me duly sworn, says [s]he is the *CEO* of SIEMENS FINANCIAL SERVICES, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]



Notary Public *Melissa J Brown*

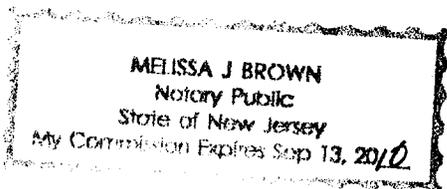
My Commission Expires: *9.13.2010*

STATE OF *New Jersey*

COUNTY OF *Middlesex*, ss:

On this *28<sup>th</sup>* day of *April*, 2006, before me personally appeared *Robert J. Knapp*, to me personally known, who being by me duly sworn, says [s]he is the *SR. VP + CFO* of SIEMENS FINANCIAL SERVICES, INC., that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]



Notary Public *Melissa J Brown*

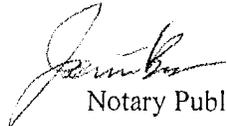
My Commission Expires: *9.13.2010*

STATE OF **Utah**

COUNTY OF **Salt Lake**

On this      day of      , 2006, before me personally appeared **Brett R. King** to me personally known, who being by me duly sworn, says [s]he is the **Vice President** of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, (formerly known as First Security Bank, National Association), not in its individual capacity but solely as owner trustee, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and [s]he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[NOTARIAL SEAL]

  
Notary Public



Mechanized Rapid Discharge® V Coal Cars – 4418 Cubic Foot Capacity

Car Numbers: JHMX99001 – JHMX99014 (14 cars)  
JHMX99016 – JHMX99019 (4 cars)  
JHMX99021 – JHMX99028 (8 cars)  
JHMX99030 – JHMX99087 (58 cars)  
JHMX99089 – JHMX99193(105 cars)  
JHMX99195 – JHMX99248 (54 cars)  
JHMX99250 – JHMX99271 (22 cars)  
JHMX99273 – JHMX99310 (38 cars)  
JHMX99312 – JHMX99327 (16 cars)  
JHMX99329 – JHMX99334 (6 cars)  
JHMX99336 – JHMX99407 (72 cars)  
JHMX99409 – JHMX99604 (196 cars)  
JHMX99606 – JHMX99651 (46 cars)  
JHMX99653 – JHMX99674 (22 cars)  
JHMX99676 (1 car)  
JHMX99678 – JHMX99695 (18 cars)  
JHMX99697 – JHMX99704 (8 cars)  
JHMX99706 – JHMX99840 (135 cars)  
JHMX991321– JHMX991340 (20 cars)  
JHMX991342– JHMX991440 (99 cars)

**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: 5/1/06



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