

ALVORD AND ALVORD

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

OF COUNSEL  
URBAN A. LESTER

May 4, 2000

RECORDATION NO. 15413-E FILED

JUN 20 '00 12-39 PM  
75  
SURFACE TRANSPORTATION BOARD

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 June 25, 1999, a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Lease of Railroad Equipment which were previously filed with the Commission under Recordation Number 15413.

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

Assignor: State Street Bank and Trust  
Company of Connecticut  
2 Avenue de Lafayette  
Boston, MA 02111

Assignee: General Electric Capital Corporation  
120 Long Ridge Road  
Stamford, CT 06927

Mr. Vernon Williams  
May 4, 2000  
Page Two

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

railcars under lease to The Denver and Rio Grande Western Railroad Company are attached hereto as Schedule 1.

Also enclosed is a check in the amount of \$26.00 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 documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/cc  
Enclosures

Schedule I

12/11/87  
DRGW1054

RAILROAD COMPANY  
SCHEDULE A  
(CARS INCLUDED IN DRGW LEASE DATED AS OF 12-15-87)

CAR NOS.	CAR NOS.
1	310978
2	310992
3	310998
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	310847
21	310848
22	310865
23	310871
24	310874
25	310880
26	310887
27	310921
28	310923
29	310945
30	310970

NOTE: THE CAR NUMBERS LISTED ON THIS PAGE ARE THE SAME FOR THE OLD LEASE WITH RAILROAD AS FOR THE NEW LEASE WITH DRGW.

SCH. I

JUN 20 '00 12-39 PM

## SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

(Trust Agreement dated as of February 1, 1981)

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Assignment and Assumption Agreement"), dated as of June 25, 1999, is entered into by and between STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, a national banking association, as Trustee under that certain Trust Agreement dated as of February 1, 1981, as amended (in such capacity, "Assignor"), and GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Assignee").

WHEREAS, Assignor and The Denver and Rio Grande Western Railroad Company ("DRG") are parties to that certain Lease of Railroad Equipment dated as of December 15, 1987 (the "DRG Lease", which was filed with the Interstate Commerce Commission and assigned Recordation Number 15413), pursuant to which Assignor has leased to DRG the rail cars identified on Schedule I attached hereto (the "DRG Units");

NOW, THEREFORE, for and in consideration of the premises and mutual covenants contained herein, Assignor and Assignee agree as follows:

1. Assignor hereby assigns and transfers all of its right, title and interest in and to the Units and in, to and under the Lease to Assignee, except for the benefit of any indemnity under the Lease in favor of Assignor arising from acts, conditions or events occurring or existing at any time during the period prior to the date hereof.
2. Assignee hereby accepts the assignment set forth in paragraph 1 hereof and Assignee hereby assumes, and agrees to perform, all of the duties and obligations of Assignor under the Lease, except for the obligations of Assignor under the Lease required to be performed prior to the date hereof.
3. Assignee shall file or cause the filing with the Surface Transportation Board of this Assignment and Assumption Agreement and deliver or cause the delivery of a notice of this Assignment and Assumption Agreement to the lessee under the Lease.
4. This Assignment and Assumption Agreement shall be binding upon Assignor, Assignee, and their respective successors and assigns, and shall inure to the benefit of Assignor, Assignee, Lessee and their respective successors and assigns.
5. Amendments to this Assignment and Assumption Agreement may be made only by an instrument or instruments in writing signed by authorized representative of both parties hereto.
6. This Assignment and Assumption Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement.

7. This Assignment and Assumption Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of New York without giving effect to its principles of conflicts of laws.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed and delivered by their duly authorized representatives as of the date set forth above.

GENERAL ELECTRIC CAPITAL  
CORPORATION  
(ASSIGNEE)

By: 

Name: DONALD F. PETERSON  
Manager-Operations

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

STATE STREET BANK AND TRUST  
COMPANY OF CONNECTICUT, NATIONAL  
ASSOCIATION  
(ASSIGNOR)

By: 

Name: Julie A. Balerna  
Assistant Vice President

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

STATE OF CONNECTICUT )  
 ) SS:  
COUNTY OF FAIRFIELD )

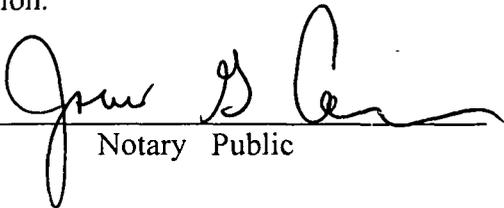
On this 15<sup>th</sup> day of ~~January~~<sup>Feb.</sup>, 2000, before me the undersigned Notary Public, personally appeared Donald F. Peterson, personally known to me or proved to me by satisfactory evidence to be the person who executed the foregoing instrument, who, being by me duly sworn, says that he/she is the Manager-operations of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, and acknowledged to me that he/she duly executed the foregoing instrument and that said execution was his/her free act and deed and the free act and deed of said corporation.

Margaret Frail  
(Notary Signature)

My commission expires:  
12/31/2000

STATE OF MASSACHUSETTS )  
 ) ss.:  
COUNTY OF SUFFOLK )

On this 4 day of January, 2000, before me personally appeared ~~Julie A. Balera~~ personally known, who, by me being duly sworn, says that he/she is **Assistant Vice President** of STATE STREET BANK AND TRUST COMPANY OF CONNECTICUT, NATIONAL ASSOCIATION, and that the foregoing instrument was signed on behalf of said national banking association by authority of its board of directors, and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said association.

  
\_\_\_\_\_  
Notary Public

My commission expires

**JOAO G. CORREIA**  
Notary Public  
My Commission Expires July 26, 2002

**SCHEDULE I**  
**to**

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

Schedule I

12/11/87  
DRGWHOS4

RAILROAD COMPANY  
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(CARS INCLUDED IN DRGW LEASE DATED AS OF 12-15-87)

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