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October 2, 2007

RECORDATION NO. 23911A FILED

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

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SURFACE TRANSPORTATION BOARD

Dear Secretary Williams:

I have enclosed for e-filing the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Assignment and Assumption Agreement, a secondary document, dated as of August 21, 2007. The primary document to which this is connected is recorded under Recordation No. 23911. We request that this document be recorded under Recordation No. 23911-A.

The names and addresses of the parties to the Assignment and Assumption Agreement are:

Assignor:

First Union Rail Corporation  
One O'Hare Center  
6250 River Road, Suite 5000  
Rosemont, IL 60018

Assignee:

GATX Rail Locomotive Group, L.L.C.  
Four Embarcadero Center  
Suite 2200  
San Francisco, CA 94111

A description of the equipment covered by the Assignment and Assumption Agreement consists of 50 3,800 h.p. SD60 locomotives numbered EMDX 9013, 9016, 9020, 9023, 9027, 9030, 9033-9037, inclusive, 9040-9046, inclusive, 9050, 9051, 9053-9058, inclusive, 9060, 9061, 9064, 9066, 9067, 9069, 9071, 9073-9076, inclusive, 9078-9080, inclusive, 9082, 9085-9087, inclusive, 9089, 9092, 9094, 9095, 9097, and 9099 (previously numbered with the OWY prefix).

Honorable Vernon A. Williams

October 2, 2007

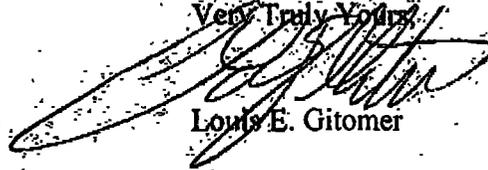
Page 2

A fee of \$35.00 is enclosed. Please return one copy to:

Louis E. Gitomer  
Law Offices of Louis E. Gitomer  
600 Baltimore Avenue, Suite 301  
Towson, MD 21204

A short summary of the document to appear in the index follows: an Assignment and Assumption Agreement between First Union Rail Corporation, One O'Hare Center, 6250 River Road, Suite 5000, Rosemont, IL 60018, and GATX Rail Locomotive Group, L.L.C., Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 50 3,800 h.p. SD60 locomotives numbered EMDX 9013, 9016, 9020, 9023, 9027, 9030, 9033-9037, inclusive, 9040-9046, inclusive, 9050, 9051, 9053-9058, inclusive, 9060, 9061, 9064, 9066, 9067, 9069, 9071, 9073-9076, inclusive, 9078-9080, inclusive, 9082, 9085-9087, inclusive, 9089, 9092, 9094, 9095, 9097, and 9099 (previously numbered with the OWY prefix).

Very Truly Yours,



Louis E. Gitomer

Enclosure

OCT 02 '07 -11 55 AM

## ASSIGNMENT AND ASSUMPTION AGREEMENT SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of August 21, 2007 (this "Agreement"), is between First Union Rail Corporation, a North Carolina corporation (the "Seller"), and GATX Rail Locomotive Group, L.L.C., a Delaware limited liability company (the "Buyer").

## RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of August 21, 2007 (the "Purchase Agreement"), providing for the purchase of the Purchased Assets by the Buyer from the Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by the Seller and the Buyer.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows.

## AGREEMENT

1. **Definitions.** Capitalized terms used herein without definition have the meanings assigned to them in the Purchase Agreement.
2. **Assignment.** Effective as of the Closing Date and subject to the Reserved Rights (which are retained by Seller and are not assigned hereby), the Seller assigns to the Buyer all of the Seller's rights and obligations under the Operative Agreements.
3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 and assumes all obligations of the Seller under, and agrees to be bound to the same extent as the Seller by all the terms of, the Operative Agreements. Effective on and after the Closing Date and subject to the Reserved Rights (which are retained by Seller and are not assigned hereby), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements.
4. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.
5. **Notices.** All notices, requests or other communications to or upon any party hereto in connection herewith shall be given in the manner prescribed by Section 9.4 of the Purchase Agreement.

6. **Headings.** The section headings used in this Agreement are for convenience of reference only and shall not be used or construed to define, interpret, expand or limit any provision hereof.

7. **Counterparts.** This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

8. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of New York.

9. **Entire Agreement.** This Agreement, the Purchase Agreement, and the Bill of Sale (together with their exhibits and schedules) represent the entire agreement of the parties with respect to the subject matter hereof and thereof and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

10. **Recordation.** The Seller or the Buyer may record this Agreement with the Surface Transportation Board to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Operative Agreements and for purposes thereof the Seller and the Buyer may add a description of the relevant Operative Agreements as an exhibit hereto.

*[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

FIRST UNION RAIL CORPORATION

By: Richard F. Seymour

Name: Richard F. Seymour

Title: Vice President Sales and Marketing

GATX RAIL LOCOMOTIVE GROUP, L.L.C.

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

Name: \_\_\_\_\_

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

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto on the date first above written.

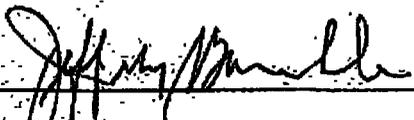
FIRST UNION RAIL CORPORATION

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

Name: \_\_\_\_\_

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

GATX RAIL LOCOMOTIVE GROUP, L.L.C.

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

Name: Jeffrey S. Gamble

Title: Vice President, Locomotive Operations

State of Illinois     )  
                                  )  
County of Cook        )

On this, the        day of August, 2007, before me, a Notary Public in and for said County and State, personally appeared Richard F. Seymour, a Vice President Sales and Marketing of First Union Rail Corporation, who acknowledged himself to be a duly authorized officer of First Union Rail Corporation, and that, as such officer, being authorized to do so, he executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

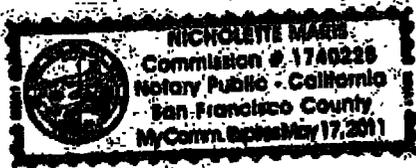


Name: K. A. Dombrowski  
Notary Public  
My Commission Expires: 10/7/2009  
Residing in: Illinois

State of California )  
 )  
County of San Francisco )

On August 20, 2007 before me, Nicholette Maris, Notary Public, personally appeared Jeffrey S. Gamble, personally known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal:



*Nicholette Maris*  
\_\_\_\_\_  
Notary Public  
My Commission expires: May 17, 2011

**SCHEDULE 1  
TO BILL OF SALE**

**(EQUIPMENT DESCRIPTION)**

EMDX	9013
EMDX	9016
EMDX	9020
EMDX	9023
EMDX	9027
EMDX	9030
EMDX	9033
EMDX	9034
EMDX	9035
EMDX	9036
EMDX	9037
EMDX	9040
EMDX	9042
EMDX	9043
EMDX	9044
EMDX	9045
EMDX	9046
EMDX	9050
EMDX	9051
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EMDX	9054
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EMDX	9074
EMDX	9075
EMDX	9076
EMDX	9078
EMDX	9079
EMDX	9080
EMDX	9082

EMDX	9085
EMDX	9086
EMDX	9087
EMDX	9089
EMDX	9092
EMDX	9094
EMDX	9095
EMDX	9097
EMDX	9099
EMD	3

Three (3) D87-a traction motors with wheel assembly, manufactured by General Motors Corporation, Electro-Motive Division.