

RECORDATION NO. 27312 FILED

DEC 28 '07 -10 30 AM

SURFACE TRANSPORTATION BOARD

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

December 28, 2007

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 an Assignment and Assumption Agreement, dated as of December 21, 2007, a primary document as defined in the Board's Rules for the Recordation of Documents.

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

<b>Seller/ Assignor:</b>	General Electric Railcar Services Corporation 161 North Clark Street, 7 <sup>th</sup> Floor Chicago, IL 60601
<b>Buyer/Assignee:</b>	Midwest Railcar Corporation 4949 Autumn Oaks Drive Maryville, IL 62062

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Mr. Vernon A. Williams  
December 28, 2007  
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A description of the railroad equipment covered by the enclosed document is:

42 railcars within the series NAHX 172490 - NAHX 466898 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 \$35.00 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

DEC 28 '07 -10 30 AM

**ASSIGNMENT AND ASSUMPTION AGREEMENT**

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 21, 2007 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Midwest Railcar Corporation, an Illinois corporation (the "Buyer").

**RECITALS**

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 21, 2007 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest 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 shall have the meanings assigned to them in Section 4 of this Agreement.

2. **Assignment.** Effective as to each unit of Equipment on the Closing Date, the Seller sells to the Buyer all of the Seller's rights, title and interest in and to such unit and assigns to the Buyer all of the Seller's rights and obligations under the Lease (including the rider referenced in the definition thereof and, solely as it pertains to the rider, the Master Lease) (collectively, the "Operative Agreements") as they relate to each unit. Notwithstanding the foregoing, the Seller shall continue to be entitled to the benefit of any right to indemnification for tax or other matters which arose or may arise from or be related to any event or circumstance occurring or in existence prior to the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment.** The Buyer accepts the assignment contained in Section 2 hereof and assumes all obligations of the Seller accruing on or after the Closing Date 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 (except with respect to obligations not assumed pursuant to the preceding sentence), the Buyer shall be deemed to stand in the place of the Seller for all purposes under the Operative Agreements and each reference in the Operative Agreements to the Seller shall be deemed to mean the Buyer. The Seller is released of all obligations accruing under the Operative Agreements on or after the Closing Date.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the meanings set forth below whenever used in this Agreement

(terms defined in the singular to have a correlative meaning when used in the plural and vice versa).

**Bill of Sale:** the bill of sale in the form of Exhibit I hereto.

**Closing Date:** the date of the Bill of Sale.

**Equipment:** the equipment described in Schedule 1 to this Agreement together with every part, accessory, component and any equipment installed therein or attached thereto owned by the Seller on the Closing Date (individually each railcar is referred to as a "unit" or "unit of Equipment").

**Lease:** Rider No. 10 dated November 1, 2007 between the Seller and Lessee as assignee of Perdue Farms, Incorporated ("Perdue Farms") pursuant to that certain Assignment, Assumption and Amendment Agreement dated as of November 1, 2007 among the Seller, Lessee and Perdue Farms, which incorporates by reference the terms of the Master Lease.

**Lessee:** Perdue Agribusiness Incorporated.

**Master Lease:** Car Leasing Agreement 6992-97-0 dated as of May 22, 2006 between Lessee and the Seller.

**Ownership Interest:** the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Operative Agreements.

5. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

6. **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 9.5 of the Purchase Agreement.

7. **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.

8. **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.

9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

10. **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.

*[Remainder of this page left blank intentionally.]*

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

**GENERAL ELECTRIC RAILCAR SERVICES CORPORATION**

By:   
Name: Mark A. Stefani  
Title: Vice President

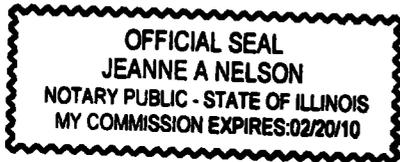
**MIDWEST RAILCAR CORPORATION**

By: \_\_\_\_\_  
Name: Richard M. Folio  
Title: Executive Vice President

State of Illinois )  
 )  
County of Cook )

On this, the \_\_\_\_ day of December, 2007, before me, a Notary Public in and for said County and State, personally appeared Mark A. Stefani, a Vice President of General Electric Railcar Services Corporation, who acknowledged himself to be a duly authorized officer of General Electric Railcar Services 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: \_\_\_\_\_

Notary Public

My Commission Expires: 2-20-10  
Residing in: Cook Co.

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

**GENERAL ELECTRIC RAILCAR SERVICES CORPORATION**

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

Name: Mark A. Stefani

Title: Vice President

**MIDWEST RAILCAR CORPORATION**

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

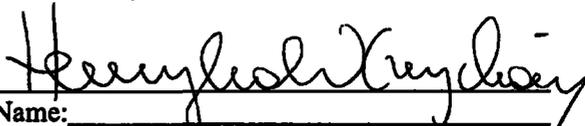
Name: Richard M. Folio

Title: Executive Vice President

State of Maryland )  
 )  
City of Baltimore )

On this, the \_\_\_\_ day of December, 2007 before me, a Notary Public in and for said County and State, personally appeared Richard M. Folio, an Executive Vice President of Midwest Railcar Corporation, who acknowledged himself to be a duly authorized officer of Midwest Railcar 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: \_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Residing in: \_\_\_\_\_

HENRYKA W. GRYC CRAIG  
NOTARY PUBLIC STATE OF MARYLAND  
County of Baltimore  
Commission Expires September 29, 2005  
21 09

**EXHIBIT I**  
**TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

**FORM OF BILL OF SALE**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, General Electric Railcar Services Corporation (“Seller”), does hereby sell, transfer and assign to Midwest Railcar Corporation (“Buyer”) all of Seller’s rights, title and interest in and to the equipment described in Schedule 1 hereto, subject to the terms and conditions of the Purchase Agreement, dated as of December \_\_, 2007, between Seller and Buyer, and the Assignment and Assumption Agreement, dated December \_\_, 2007, between Seller and Buyer.

General Electric Railcar Services Corporation

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

**Schedule 1**  
**to Assignment and Assumption Agreement**

(List of Equipment)

<u>Unit</u>		<u>AAR</u>	
<u>Count</u>	<u>Lessee</u>	<u>Reporting Marks</u>	
1	Perdue Agribusiness Incorporated	NAHX	172490
2	Perdue Agribusiness Incorporated	NAHX	316185
3	Perdue Agribusiness Incorporated	NAHX	316233
4	Perdue Agribusiness Incorporated	NAHX	316318
5	Perdue Agribusiness Incorporated	NAHX	316336
6	Perdue Agribusiness Incorporated	NAHX	316373
7	Perdue Agribusiness Incorporated	NAHX	316473
8	Perdue Agribusiness Incorporated	NAHX	316695
9	Perdue Agribusiness Incorporated	NAHX	316800
10	Perdue Agribusiness Incorporated	NAHX	316872
11	Perdue Agribusiness Incorporated	NAHX	316896
12	Perdue Agribusiness Incorporated	NAHX	465401
13	Perdue Agribusiness Incorporated	NAHX	465402
14	Perdue Agribusiness Incorporated	NAHX	465406
15	Perdue Agribusiness Incorporated	NAHX	465407
16	Perdue Agribusiness Incorporated	NAHX	465409
17	Perdue Agribusiness Incorporated	NAHX	465410
18	Perdue Agribusiness Incorporated	NAHX	465412
19	Perdue Agribusiness Incorporated	NAHX	465414
20	Perdue Agribusiness Incorporated	NAHX	465415
21	Perdue Agribusiness Incorporated	NAHX	465419
22	Perdue Agribusiness Incorporated	NAHX	465709
23	Perdue Agribusiness Incorporated	NAHX	465718
24	Perdue Agribusiness Incorporated	NAHX	466407
25	Perdue Agribusiness Incorporated	NAHX	466435
26	Perdue Agribusiness Incorporated	NAHX	466466
27	Perdue Agribusiness Incorporated	NAHX	466480
28	Perdue Agribusiness Incorporated	NAHX	466752
29	Perdue Agribusiness Incorporated	NAHX	466800
30	Perdue Agribusiness Incorporated	NAHX	466806
31	Perdue Agribusiness Incorporated	NAHX	466811
32	Perdue Agribusiness Incorporated	NAHX	466821
33	Perdue Agribusiness Incorporated	NAHX	466846
34	Perdue Agribusiness Incorporated	NAHX	466852
35	Perdue Agribusiness Incorporated	NAHX	466856
36	Perdue Agribusiness Incorporated	NAHX	466859
37	Perdue Agribusiness Incorporated	NAHX	466861
38	Perdue Agribusiness Incorporated	NAHX	466865
39	Perdue Agribusiness Incorporated	NAHX	466874
40	Perdue Agribusiness Incorporated	NAHX	466879
41	Perdue Agribusiness Incorporated	NAHX	466881
42	Perdue Agribusiness Incorporated	NAHX	466898