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March 14, 2008

Honorable Anne K. Quinlan
Acting Secretary
Surface Transportation Board
Washington, DC 20423

RECORDATION NO.

27410-A
FILED

MAR 14 '08

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Dear Acting Secretary Quinlan:

SURFACE TRANSPORTATION BOARD

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 December 18, 2007. The primary document to which this is connected is recorded under a new Recordation No. We request that the copy of this document be recorded under the suffix "A" of the new Recordation No.

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

Assignor:

General Electric Railcar Service Corporation
161 N. Clark Street
Chicago, IL 60601-3294

Assignee:

GATX Third Aircraft Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the Assignment and Assumption Agreement consists of 100 covered hopper cars numbered GNAX 7200-7299, inclusive.

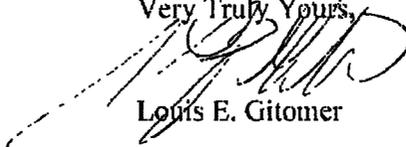
Honorable Anne K. Quinlan
March 14, 2008
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A fee of \$35:00 is enclosed. Please return one copy to:

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 General Electric Railcar Service Corporation, 161 N. Clark Street, Chicago, IL 60601-3294, and GATX Third Aircraft Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 100 covered hopper cars numbered GNAX 7200-7299, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

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Executing Version

SURFACE TRANSPORTATION BOARD
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 18, 2007 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and GATX Third Aircraft Corporation, a Delaware corporation (the "Nominee").

RECITALS

WHEREAS, GATX Corporation, a New York corporation (the "Buyer") and the Seller have entered into that certain Purchase Agreement, dated as of December 18, 2007 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by the Nominee 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 Nominee.

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 Nominee all of the Seller's rights, title and interest in and to such unit and assigns to the Nominee all of the Seller's rights and obligations under each of the following as they relate to each unit:

(a) the Lease; and

(b) solely as it pertains to the Lease, the Master Lease ((a) and (b), collectively, the "Operative Agreements"; provided that for the avoidance of doubt, *inter alia*, none of the following documents referenced in the Lease is an "Operative Agreement" herein: (a) the Assignment Agreement among the Lessee, the Seller and Trinity Leasing Corporation dated as of October, 2001, (b) the Agreement between the Lessee and the Seller dated as of October, 2001 or (c) Rider No. 15 between the Seller and the Lessee or any renewal or amendment thereto).

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 Nominee accepts the assignment contained in Section 2 hereof and, in respect of the period on and after the Closing Date, 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, the Nominee 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 Nominee. The Seller, in respect of the period on and after the Closing Date, is released of all obligations of the Seller under the Operative Agreements.

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 railcars 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. 26 dated October 4, 2001 between the Seller and the Lessee, which incorporates the terms of the Master Lease, which incorporates the terms of the Master Lease.

Lessee: Holcim (US) Inc. formerly known as Holnam Incorporated.

Master Lease: that certain Car Leasing Agreement 3692-1, sometimes also known as Car Leasing Agreement 3712-83, dated as of March 1, 1986 between the Seller and the Lessee, as successor in interest to Ideal Basic Industries, Inc., as amended by that certain Amendment No. 1 dated April 5, 1994 between the Seller and the Lessee.

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. Each party agrees that it will be bound by its own telecopied signatures and that it accepts the telecopied signatures of the other party.

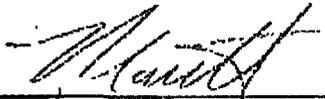
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

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 Seller, the Buyer and the Nominee with respect to the sale and assignment of the Ownership Interest and supersede and cancel any prior oral or written agreement, letter of intent or understanding with respect to such subject matter.

[Remainder of Page Intentionally Blank]

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

GATX THIRD AIRCRAFT CORPORATION

By: _____
Name: _____
Title: _____

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

GATX THIRD AIRCRAFT CORPORATION

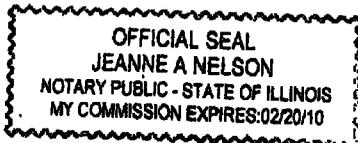
By: Curt F. Glenn
Name: Curt F. Glenn
Title: Director

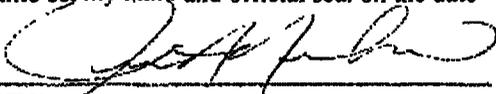
State of Illinois

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 Johnson, a _____ 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

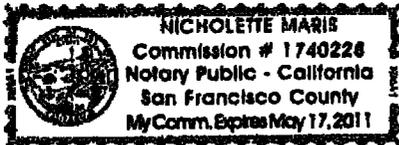
My Commission Expires: 2-20-10
Residing in: W. C. Co.

STATE OF CALIFORNIA)

COUNTY OF SAN FRANCISCO)

On December 14, 2007 before me, Nicholette Maris, Notary Public, personally appeared Curt F. Glenn, 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

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 GATX Third Aircraft Corporation 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 (the "Purchase Agreement"), between Seller and GATX Corporation, and the Assignment and Assumption Agreement, dated December __, 2007, between Seller and GATX Third Aircraft Corporation.

Except as otherwise expressly set forth in the Purchase Agreement to the contrary, GATX Third Aircraft Corporation unconditionally accepts the Ownership Interest "AS-IS" and "WHERE-IS." The representations and warranties set forth in the Purchase Agreement are exclusive and in lieu of all other representations and warranties of the Seller of any kind whatsoever, whether written, oral, express or implied, and the Seller has not made and shall not be deemed to have made, and GATX Third Aircraft Corporation **HEREBY DISCLAIMS, ANY REPRESENTATION OR WARRANTY (EXCEPT THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THE PURCHASE AGREEMENT) AS TO THE TITLE, EXISTENCE, CONDITION, DESIGN, VALUE, OPERATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY UNIT, PART OR PORTION OF THE EQUIPMENT**, the freedom of any of the Equipment (or any part thereof) from any latent or other defects (whether or not discoverable), the compliance of any of the Equipment (or any part thereof) with any Applicable Laws or regulations or any other representation or warranty whatsoever, whether written, oral, express or implied (except the representations and warranties set forth in the Purchase Agreement), with respect to any part or portion of the Equipment, it being understood that all such disclaimed risks, as between the Seller and GATX Third Aircraft Corporation, are to be borne by GATX Third Aircraft Corporation.

General Electric Railcar Services Corporation

By: _____
Name: _____
Title: _____
Date: _____

Schedule 1
to Assignment and Assumption Agreement

Unit Count	AAR	
	Lessee	Reporting Marks
1	Holcim (US) Inc.	GNAX 7200
2	Holcim (US) Inc.	GNAX 7201
3	Holcim (US) Inc.	GNAX 7202
4	Holcim (US) Inc.	GNAX 7203
5	Holcim (US) Inc.	GNAX 7204
6	Holcim (US) Inc.	GNAX 7205
7	Holcim (US) Inc.	GNAX 7206
8	Holcim (US) Inc.	GNAX 7207
9	Holcim (US) Inc.	GNAX 7208
10	Holcim (US) Inc.	GNAX 7209
11	Holcim (US) Inc.	GNAX 7210
12	Holcim (US) Inc.	GNAX 7211
13	Holcim (US) Inc.	GNAX 7212
14	Holcim (US) Inc.	GNAX 7213
15	Holcim (US) Inc.	GNAX 7214
16	Holcim (US) Inc.	GNAX 7215
17	Holcim (US) Inc.	GNAX 7216
18	Holcim (US) Inc.	GNAX 7217
19	Holcim (US) Inc.	GNAX 7218
20	Holcim (US) Inc.	GNAX 7219
21	Holcim (US) Inc.	GNAX 7220
22	Holcim (US) Inc.	GNAX 7221
23	Holcim (US) Inc.	GNAX 7222
24	Holcim (US) Inc.	GNAX 7223
25	Holcim (US) Inc.	GNAX 7224
26	Holcim (US) Inc.	GNAX 7225
27	Holcim (US) Inc.	GNAX 7226
28	Holcim (US) Inc.	GNAX 7227
29	Holcim (US) Inc.	GNAX 7228
30	Holcim (US) Inc.	GNAX 7229
31	Holcim (US) Inc.	GNAX 7230
32	Holcim (US) Inc.	GNAX 7231
33	Holcim (US) Inc.	GNAX 7232
34	Holcim (US) Inc.	GNAX 7233
35	Holcim (US) Inc.	GNAX 7234
36	Holcim (US) Inc.	GNAX 7235
37	Holcim (US) Inc.	GNAX 7236
38	Holcim (US) Inc.	GNAX 7237
39	Holcim (US) Inc.	GNAX 7238
40	Holcim (US) Inc.	GNAX 7239
41	Holcim (US) Inc.	GNAX 7240
42	Holcim (US) Inc.	GNAX 7241
43	Holcim (US) Inc.	GNAX 7242
44	Holcim (US) Inc.	GNAX 7243
45	Holcim (US) Inc.	GNAX 7244
46	Holcim (US) Inc.	GNAX 7245
47	Holcim (US) Inc.	GNAX 7246
48	Holcim (US) Inc.	GNAX 7247
49	Holcim (US) Inc.	GNAX 7248

50	Holcim (US) Inc.	GNAX	7249
51	Holcim (US) Inc.	GNAX	7250
52	Holcim (US) Inc.	GNAX	7251
53	Holcim (US) Inc.	GNAX	7252
54	Holcim (US) Inc.	GNAX	7253
55	Holcim (US) Inc.	GNAX	7254
56	Holcim (US) Inc.	GNAX	7255
57	Holcim (US) Inc.	GNAX	7256
58	Holcim (US) Inc.	GNAX	7257
59	Holcim (US) Inc.	GNAX	7258
60	Holcim (US) Inc.	GNAX	7259
61	Holcim (US) Inc.	GNAX	7260
62	Holcim (US) Inc.	GNAX	7261
63	Holcim (US) Inc.	GNAX	7262
64	Holcim (US) Inc.	GNAX	7263
65	Holcim (US) Inc.	GNAX	7264
66	Holcim (US) Inc.	GNAX	7265
67	Holcim (US) Inc.	GNAX	7266
68	Holcim (US) Inc.	GNAX	7267
69	Holcim (US) Inc.	GNAX	7268
70	Holcim (US) Inc.	GNAX	7269
71	Holcim (US) Inc.	GNAX	7270
72	Holcim (US) Inc.	GNAX	7271
73	Holcim (US) Inc.	GNAX	7272
74	Holcim (US) Inc.	GNAX	7273
75	Holcim (US) Inc.	GNAX	7274
76	Holcim (US) Inc.	GNAX	7275
77	Holcim (US) Inc.	GNAX	7276
78	Holcim (US) Inc.	GNAX	7277
79	Holcim (US) Inc.	GNAX	7278
80	Holcim (US) Inc.	GNAX	7279
81	Holcim (US) Inc.	GNAX	7280
82	Holcim (US) Inc.	GNAX	7281
83	Holcim (US) Inc.	GNAX	7282
84	Holcim (US) Inc.	GNAX	7283
85	Holcim (US) Inc.	GNAX	7284
86	Holcim (US) Inc.	GNAX	7285
87	Holcim (US) Inc.	GNAX	7286
88	Holcim (US) Inc.	GNAX	7287
89	Holcim (US) Inc.	GNAX	7288
90	Holcim (US) Inc.	GNAX	7289
91	Holcim (US) Inc.	GNAX	7290
92	Holcim (US) Inc.	GNAX	7291
93	Holcim (US) Inc.	GNAX	7292
94	Holcim (US) Inc.	GNAX	7293
95	Holcim (US) Inc.	GNAX	7294
96	Holcim (US) Inc.	GNAX	7295
97	Holcim (US) Inc.	GNAX	7296
98	Holcim (US) Inc.	GNAX	7297
99	Holcim (US) Inc.	GNAX	7298
100	Holcim (US) Inc.	GNAX	7299