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March 14, 2008

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

RECORDATION NO.

27410-B FILED

MAR 14 '08

-12 36 PM

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 "B" 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 Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the Assignment and Assumption Agreement consists of 200 covered hopper cars numbered GNAX 7042-7099, inclusive, 7107-7199, inclusive, and 7302-7350, inclusive.

Honorable Anne K. Quinlan

March 14, 2008

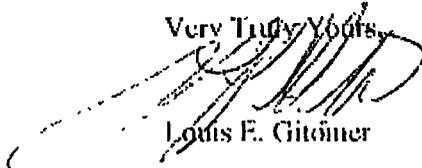
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A fee of \$35.00 is enclosed. Please return one copy to:

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 Corporation, Four Embarcadero Center, Suite 2200, San Francisco, CA 94111, covering 200 covered hopper cars numbered GNAX 7042-7099, inclusive, 7107-7199, inclusive, and 7302-7350, inclusive.

Very Truly Yours,



Louis E. Gitomer

Enclosures

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Execution Version

SURFACE TRANSPORTATION BOARD
ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2007 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and GATX Corporation, a New York corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of December 16, 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 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 Buyer 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 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, 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. 25 dated October 4, 2001 between the Seller and the Lessee (as amended by that certain Amendment dated as of November 1, 2007 between the Seller and the Lessee), 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.

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 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 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

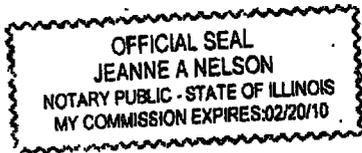
GATX CORPORATION

By: Curt F. Glenn
Name: Curt F. Glenn
Title: Senior Vice President, Portfolio Management

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 Musk Okelani, a V.P. 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.

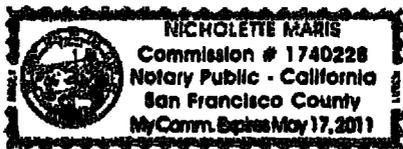


Jeanne A. Nelson
Name: _____
Notary Public
My Commission Expires: 2-20-10
Residing in: Chgo. Ill.

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 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

Unit Code	Lessee	AAR	
		Reporting	Markets
1	Holcim (US) Inc.	GNAX	7042
2	Holcim (US) Inc.	GNAX	7043
3	Holcim (US) Inc.	GNAX	7044
4	Holcim (US) Inc.	GNAX	7045
5	Holcim (US) Inc.	GNAX	7046
6	Holcim (US) Inc.	GNAX	7047
7	Holcim (US) Inc.	GNAX	7048
8	Holcim (US) Inc.	GNAX	7049
9	Holcim (US) Inc.	GNAX	7050
10	Holcim (US) Inc.	GNAX	7051
11	Holcim (US) Inc.	GNAX	7052
12	Holcim (US) Inc.	GNAX	7053
13	Holcim (US) Inc.	GNAX	7054
14	Holcim (US) Inc.	GNAX	7055
15	Holcim (US) Inc.	GNAX	7056
16	Holcim (US) Inc.	GNAX	7057
17	Holcim (US) Inc.	GNAX	7058
18	Holcim (US) Inc.	GNAX	7059
19	Holcim (US) Inc.	GNAX	7060
20	Holcim (US) Inc.	GNAX	7061
21	Holcim (US) Inc.	GNAX	7062
22	Holcim (US) Inc.	GNAX	7063
23	Holcim (US) Inc.	GNAX	7064
24	Holcim (US) Inc.	GNAX	7065
25	Holcim (US) Inc.	GNAX	7066
26	Holcim (US) Inc.	GNAX	7067
27	Holcim (US) Inc.	GNAX	7068
28	Holcim (US) Inc.	GNAX	7069
29	Holcim (US) Inc.	GNAX	7070
30	Holcim (US) Inc.	GNAX	7071
31	Holcim (US) Inc.	GNAX	7072
32	Holcim (US) Inc.	GNAX	7073
33	Holcim (US) Inc.	GNAX	7074
34	Holcim (US) Inc.	GNAX	7075
35	Holcim (US) Inc.	GNAX	7076
36	Holcim (US) Inc.	GNAX	7077
37	Holcim (US) Inc.	GNAX	7078
38	Holcim (US) Inc.	GNAX	7079
39	Holcim (US) Inc.	GNAX	7080
40	Holcim (US) Inc.	GNAX	7081
41	Holcim (US) Inc.	GNAX	7082
42	Holcim (US) Inc.	GNAX	7083
43	Holcim (US) Inc.	GNAX	7084
44	Holcim (US) Inc.	GNAX	7085
45	Holcim (US) Inc.	GNAX	7086
46	Holcim (US) Inc.	GNAX	7087
47	Holcim (US) Inc.	GNAX	7088
48	Holcim (US) Inc.	GNAX	7089
49	Holcim (US) Inc.	GNAX	7090
50	Holcim (US) Inc.	GNAX	7091

51	Holdim (US) Inc.	GNAX	7092
52	Holdim (US) Inc.	GNAX	7093
53	Holdim (US) Inc.	GNAX	7094
54	Holdim (US) Inc.	GNAX	7095
55	Holdim (US) Inc.	GNAX	7096
56	Holdim (US) Inc.	GNAX	7097
57	Holdim (US) Inc.	GNAX	7098
58	Holdim (US) Inc.	GNAX	7099
59	Holdim (US) Inc.	GNAX	7107
60	Holdim (US) Inc.	GNAX	7108
61	Holdim (US) Inc.	GNAX	7109
62	Holdim (US) Inc.	GNAX	7110
63	Holdim (US) Inc.	GNAX	7111
64	Holdim (US) Inc.	GNAX	7112
65	Holdim (US) Inc.	GNAX	7113
66	Holdim (US) Inc.	GNAX	7114
67	Holdim (US) Inc.	GNAX	7115
68	Holdim (US) Inc.	GNAX	7116
69	Holdim (US) Inc.	GNAX	7117
70	Holdim (US) Inc.	GNAX	7118
71	Holdim (US) Inc.	GNAX	7119
72	Holdim (US) Inc.	GNAX	7120
73	Holdim (US) Inc.	GNAX	7121
74	Holdim (US) Inc.	GNAX	7122
75	Holdim (US) Inc.	GNAX	7123
76	Holdim (US) Inc.	GNAX	7124
77	Holdim (US) Inc.	GNAX	7125
78	Holdim (US) Inc.	GNAX	7126
79	Holdim (US) Inc.	GNAX	7127
80	Holdim (US) Inc.	GNAX	7128
81	Holdim (US) Inc.	GNAX	7129
82	Holdim (US) Inc.	GNAX	7130
83	Holdim (US) Inc.	GNAX	7131
84	Holdim (US) Inc.	GNAX	7132
85	Holdim (US) Inc.	GNAX	7133
86	Holdim (US) Inc.	GNAX	7134
87	Holdim (US) Inc.	GNAX	7135
88	Holdim (US) Inc.	GNAX	7136
89	Holdim (US) Inc.	GNAX	7137
90	Holdim (US) Inc.	GNAX	7138
91	Holdim (US) Inc.	GNAX	7139
92	Holdim (US) Inc.	GNAX	7140
93	Holdim (US) Inc.	GNAX	7141
94	Holdim (US) Inc.	GNAX	7142
95	Holdim (US) Inc.	GNAX	7143
96	Holdim (US) Inc.	GNAX	7144
97	Holdim (US) Inc.	GNAX	7145
98	Holdim (US) Inc.	GNAX	7146
99	Holdim (US) Inc.	GNAX	7147
100	Holdim (US) Inc.	GNAX	7148
101	Holdim (US) Inc.	GNAX	7149
102	Holdim (US) Inc.	GNAX	7150
103	Holdim (US) Inc.	GNAX	7151
104	Holdim (US) Inc.	GNAX	7152
105	Holdim (US) Inc.	GNAX	7153

106	Holcim (US) Inc.	GNAX	7154
107	Holcim (US) Inc.	GNAX	7155
108	Holcim (US) Inc.	GNAX	7156
109	Holcim (US) Inc.	GNAX	7157
110	Holcim (US) Inc.	GNAX	7158
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112	Holcim (US) Inc.	GNAX	7160
113	Holcim (US) Inc.	GNAX	7161
114	Holcim (US) Inc.	GNAX	7162
115	Holcim (US) Inc.	GNAX	7163
116	Holcim (US) Inc.	GNAX	7164
117	Holcim (US) Inc.	GNAX	7165
118	Holcim (US) Inc.	GNAX	7166
119	Holcim (US) Inc.	GNAX	7167
120	Holcim (US) Inc.	GNAX	7168
121	Holcim (US) Inc.	GNAX	7169
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123	Holcim (US) Inc.	GNAX	7171
124	Holcim (US) Inc.	GNAX	7172
125	Holcim (US) Inc.	GNAX	7173
126	Holcim (US) Inc.	GNAX	7174
127	Holcim (US) Inc.	GNAX	7175
128	Holcim (US) Inc.	GNAX	7176
129	Holcim (US) Inc.	GNAX	7177
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131	Holcim (US) Inc.	GNAX	7179
132	Holcim (US) Inc.	GNAX	7180
133	Holcim (US) Inc.	GNAX	7181
134	Holcim (US) Inc.	GNAX	7182
135	Holcim (US) Inc.	GNAX	7183
136	Holcim (US) Inc.	GNAX	7184
137	Holcim (US) Inc.	GNAX	7185
138	Holcim (US) Inc.	GNAX	7186
139	Holcim (US) Inc.	GNAX	7187
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150	Holcim (US) Inc.	GNAX	7198
151	Holcim (US) Inc.	GNAX	7199
152	Holcim (US) Inc.	GNAX	7302
153	Holcim (US) Inc.	GNAX	7303
154	Holcim (US) Inc.	GNAX	7304
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156	Holcim (US) Inc.	GNAX	7306
157	Holcim (US) Inc.	GNAX	7307
158	Holcim (US) Inc.	GNAX	7308
159	Holcim (US) Inc.	GNAX	7309
160	Holcim (US) Inc.	GNAX	7310

161	Holdim (US) Inc.	GNAX	7311
162	Holdim (US) Inc.	GNAX	7312
163	Holdim (US) Inc.	GNAX	7313
164	Holdim (US) Inc.	GNAX	7314
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172	Holdim (US) Inc.	GNAX	7322
173	Holdim (US) Inc.	GNAX	7323
174	Holdim (US) Inc.	GNAX	7324
175	Holdim (US) Inc.	GNAX	7325
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177	Holdim (US) Inc.	GNAX	7327
178	Holdim (US) Inc.	GNAX	7328
179	Holdim (US) Inc.	GNAX	7329
180	Holdim (US) Inc.	GNAX	7330
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184	Holdim (US) Inc.	GNAX	7334
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188	Holdim (US) Inc.	GNAX	7338
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190	Holdim (US) Inc.	GNAX	7340
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194	Holdim (US) Inc.	GNAX	7344
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197	Holdim (US) Inc.	GNAX	7347
198	Holdim (US) Inc.	GNAX	7348
199	Holdim (US) Inc.	GNAX	7349
200	Holdim (US) Inc.	GNAX	7350