

RECORDATION NO. 27533 FILED

JUN 17 '08 -11 00 AM

SURFACE TRANSPORTATION BOARD

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.

SUITE 301
WASHINGTON, D.C.

20036

(202) 393-2266

FAX (202) 393-2156

E-MAIL alvordlaw@aol.com

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

OF COUNSEL
URBAN A. LESTER

June 17, 2008

Anne K. Quinlan, Esquire
Acting Secretary
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423-0001

Dear Ms. Quinlan:

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 June 17, 2008, 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:

Seller/
Assignor: General Electric Railcar Services Corporation
161 North Clark Street, 7th Floor
Chicago, IL 60601

Buyer/
Assignee: Texas Railcar Leasing Company
3900 North 10th Street Suite 1080
McAllen, TX 78501

Anne K. Quinlan, Esquire
June 17, 2008
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A description of the railroad equipment covered by the enclosed document is:

36 railcars within the series NATX 29107 - NATX 29698 as more particularly set forth in the attachment 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,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a long horizontal stroke extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JUN 17 '08 -11 00 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

SURFACE TRANSPORTATION BOARD

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 17, 2008 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Texas Railcar Leasing Company, a Texas corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of June 17, 2008 (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 sufficiency of which are hereby acknowledged, the Buyer and the Seller agree as follows.

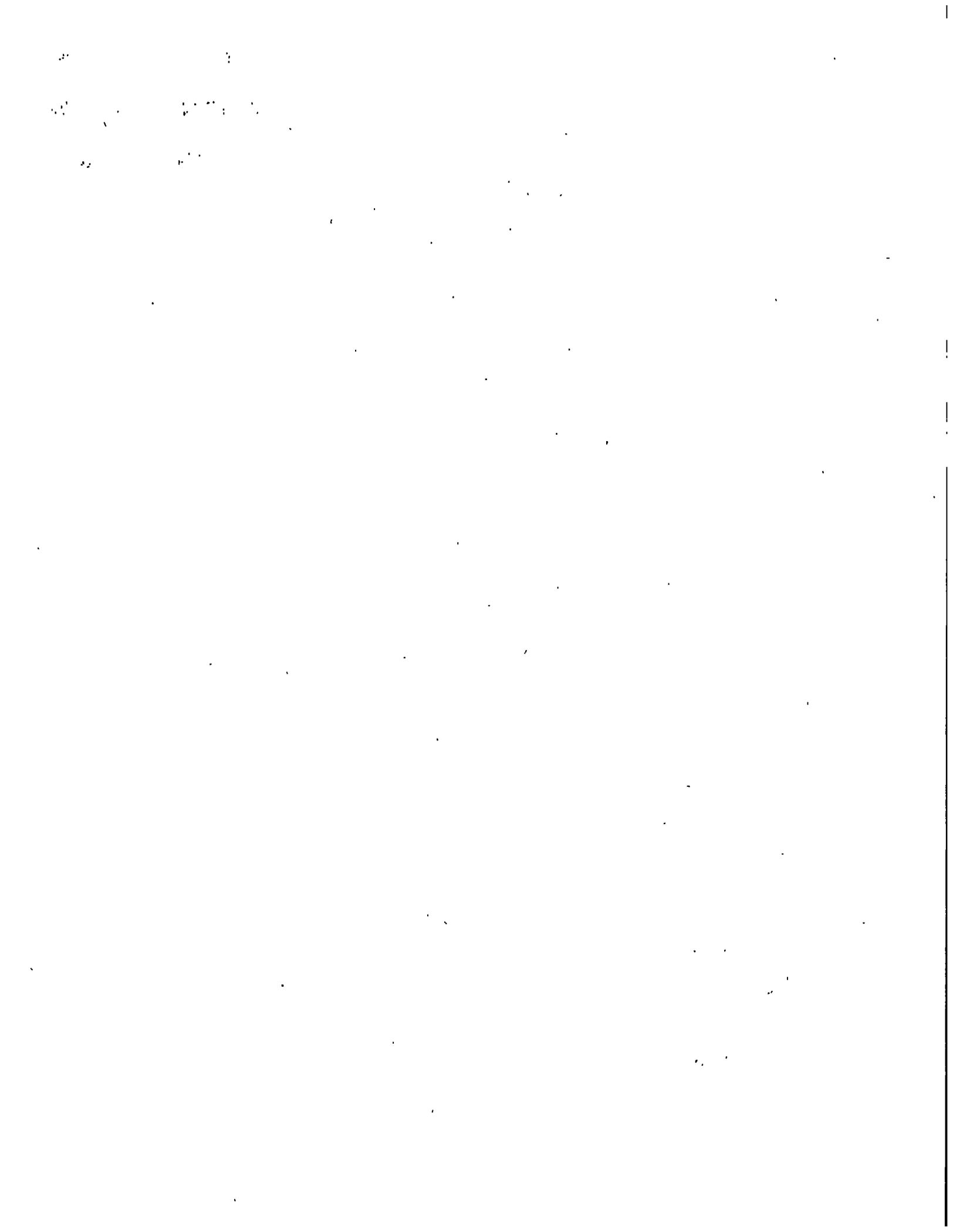
AGREEMENT

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, transfers, assigns and conveys to the Buyer, free and clear of all Liens and transfer restrictions other than the Liens and transfer restrictions referred to in Section 3.3 of the Purchase Agreement, 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 and, solely as it pertains to the Lease, the Master Lease (collectively, the "Operative Agreements"), in each case 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 or on the Closing Date, as specified in the Purchase Agreement.

3. **Acceptance of Assignment; Assumption of Obligations; Effect of Assignment:** The Buyer accepts the sale, transfer, assignment and conveyance contained in Section 2 hereof and assumes all obligations of the Seller accruing 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.

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. 4 dated July 1, 2007 between the Seller and the Lessee, as renewed and amended by Rider No. 4 Renewal No. 1 dated August 22, 2007 between the Seller and the Lessee, as it incorporates by reference the terms of the Master Lease.

Lessee: CityServiceValcon, LLC.

Lien: any mortgage, pledge, security interest, claim, encumbrance, lien, easement, servitude or charge of any kind.

Master Lease: Car Leasing Agreement 2302-97 effective as of April 29, 2002 between the Seller and the Lessee, as successor in interest to City Services.

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 several counterparts and such counterparts may be delivered by facsimile, and each agreement so executed shall constitute one agreement, binding on both the parties thereto, even though both parties are not signatory to the original or the same counterpart.

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.

11. **Recordation.** The Seller or the Buyer may record this Agreement with the Surface Transportation Board or the Registrar General of Canada, as applicable, to evidence the assignment by the Seller to the Buyer of the Seller's rights and obligations under the Lease.

[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 Stefani
Title: Vice President

TEXAS RAILCAR LEASING COMPANY

By: _____
Name: _____
Title: _____

State of Illinois)
)
County of Cook)

On this, the 17th day of June, 2008, before me, a Notary Public in and for said County and State, personally appeared Mark 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: DEIDRE ATKINS JACKSON
Notary Public

My Commission Expires: 6/25/2010
Residing in: Cook County, Illinois



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: _____
Title: _____

TEXAS RAILCAR LEASING COMPANY

By:  _____
Name: H. Christian Schmalbruch
Title: President

State of Illinois)
)
County of DuPage)

On this, the 13 day of June, 2008, before me, a Notary Public in and for said County and State, personally appeared H. Christian Schmalbruch, President of Texas Railcar Leasing Company, who acknowledged himself to be a duly authorized officer of Texas Railcar Leasing Company, 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.

Christine M Gericke
Name: Christine M Gericke
Notary Public

My Commission Expires: 8/14/2011
Residing in: Hinsdale IL 60521



**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, assign and convey to Texas Railcar Leasing Company ("Buyer"), free and clear of all Liens and transfer restrictions other than the Liens and transfer restrictions referred to in Section 3.3 of the Purchase Agreement, dated as of June 17, 2008, between Seller and Buyer (the "Purchase Agreement"), 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 and the Assignment and Assumption Agreement, dated June 17, 2008, between Seller and Buyer.

General Electric Railcar Services Corporation

By: _____
Name: Mark Stefani
Title: Vice President
Date: _____

Schedule 1
to Assignment and Assumption Agreement
(List of Equipment)

Unit		AAR	
Count	Lessee	Reporting Marks	
1	CityServiceValcon, LLC	NATX	29107
2	CityServiceValcon, LLC	NATX	29120
3	CityServiceValcon, LLC	NATX	29124
4	CityServiceValcon, LLC	NATX	29128
5	CityServiceValcon, LLC	NATX	29136
6	CityServiceValcon, LLC	NATX	29207
7	CityServiceValcon, LLC	NATX	29234
8	CityServiceValcon, LLC	NATX	29252
9	CityServiceValcon, LLC	NATX	29557
10	CityServiceValcon, LLC	NATX	29567
11	CityServiceValcon, LLC	NATX	29714
12	CityServiceValcon, LLC	NATX	29848
13	CityServiceValcon, LLC	NATX	29974
14	CityServiceValcon, LLC	NATX	37052
15	CityServiceValcon, LLC	NATX	37130
16	CityServiceValcon, LLC	NATX	37131
17	CityServiceValcon, LLC	NATX	37133
18	CityServiceValcon, LLC	NATX	37143
19	CityServiceValcon, LLC	NATX	37147
20	CityServiceValcon, LLC	NATX	37156
21	CityServiceValcon, LLC	NATX	37159
22	CityServiceValcon, LLC	NATX	37209
23	CityServiceValcon, LLC	NATX	38338
24	CityServiceValcon, LLC	NATX	38344
25	CityServiceValcon, LLC	NATX	38345
26	CityServiceValcon, LLC	NATX	38346
27	CityServiceValcon, LLC	NATX	300092
28	CityServiceValcon, LLC	NATX	300094
29	CityServiceValcon, LLC	NATX	300095
30	CityServiceValcon, LLC	NATX	300098
31	CityServiceValcon, LLC	NATX	300099
32	CityServiceValcon, LLC	NATX	36021
33	CityServiceValcon, LLC	NATX	29303
34	CityServiceValcon, LLC	NATX	29314
35	CityServiceValcon, LLC	NATX	29559
36	CityServiceValcon, LLC	NATX	29698

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: 6/17/08



Robert W. Alvord