

RECORDATION NO. 25871-^Δ FILED

DEC. 22 '08 -4 15 PM

SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A. LESTER

December 22, 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 December 22, 2008, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the documents previously filed with the Board under Recordation Number 25871.

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

Seller/Assignor: The CIT Group/Equipment Financing, Inc.
11 West 42nd Street
New York, NY 10017

Buyer/Assignee: Wachovia Financial Services, Inc.
One O'Hare Center
6250 River Road, Suite 5000
Rosemont, IL 60018

Anne K. Quinlan, Esquire
December 22, 2008
Page 2

A description of the railroad equipment covered by the enclosed document
is:

230 gondola railcars within the series NCUX 10751 - NCUX 12295 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 \$41.00 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 "Alvord", with a horizontal line extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 22, 2008 (this "Agreement"), is between The CIT Group/Equipment Financing, Inc., a Delaware corporation (the "Seller"), and Wachovia Financial Services, Inc., a North Carolina corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase and Sale Agreement, dated as of December 22, 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 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.** As of the date hereof, the Seller hereby assigns and transfers to the Buyer all of the Seller's rights, title and interest in, and all obligations under, the Lease, except to the extent constituting Excluded Rights and Obligations.

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 Lease. Effective on and after the Closing Date, the Buyer shall be deemed to stand as the Lessor in the place of the Seller for all purposes under the Lease, except with respect to Excluded Rights and Obligations, and each such reference in the Lease to the Lessor 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 Lessor under the Lease, except to the extent of Excluded Rights and Obligations.

4. **Definitions.** Except as otherwise specified or as the context may otherwise require, the following terms have the respective 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: a bill of sale granted by the Seller in favor of the Buyer with respect to the Equipment.

Casualty Occurrence: the total destruction or other total loss of any unit of Equipment.

Closing Date: the date of the closing of the transactions contemplated by the Purchase Agreement.

Equipment: the units of Equipment listed on Annex I hereto.

Excluded Rights and Obligations: (i) all rights to payments of indemnity that are due and payable to, or otherwise accrued in favor of, the Seller prior to the Closing Date under the Lease and any rights of the Seller to be indemnified, held harmless and defended by any indemnitor (including, without limitation, by the Lessee) under the Lease with respect to losses, damages, injuries, claims, demands, expenses and Taxes incurred or suffered by or imposed against the Seller prior to the Closing Date or in respect of any period prior to the Closing Date; (ii) all rights to payment of liability insurance proceeds that are due and payable to, or otherwise accrued in favor of, the Seller prior to the Closing Date under any insurance maintained by the Lessee pursuant to the Lease and any rights to any proceeds payable under any such liability insurance as a result of claims made against the Seller with respect to any event occurring or circumstance existing prior to the Closing Date; (iii) all rights to payments of rent, and all other periodic and non-periodic payments (not already included in clauses (i) and (ii) above), in respect of all periods prior to the Closing Date; (iv) all rights to payment in respect of Casualty Occurrences prior to the Closing Date; (v) all obligations of the Seller under the Lease to be performed prior to the Closing Date; and (vi) all liabilities of the Seller under the Lease or in respect of the Equipment arising from any event occurring or circumstance existing prior to the Closing Date.

Lease: the lease of equipment identified on Annex I hereto.

Lessee: the lessee identified on Annex I hereto.

Lessor: the lessor under the Lease.

Master Lease: the Master Lease Agreement identified on Annex I hereto.

Ownership Interest: the Seller's rights, title and interest in and to the Equipment and the Seller's rights and obligations under the Lease, except the Excluded Rights and Obligations.

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 New York, without giving effect to its conflict of law rules (other than Section 5-1401 of the New York General Obligations Law).

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.

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

[Signature page follows]

[Assignment and Assumption Agreement – Dial 2002]

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

**WACHOVIA FINANCIAL SERVICES,
INC.**

By: Richard F. Seymour
Name: Richard F. Seymour
Title: Managing Director

**THE CIT GROUP/EQUIPMENT
FINANCING, INC.**

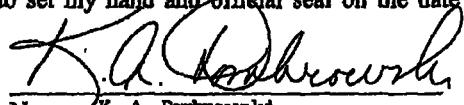
By: _____
Name: Nancy A. Nardella
Title: Vice President

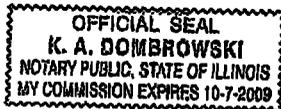
[Assignment and Assumption Agreement -- Dial 2002]

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this, the 18th day of December, 2008, before me, a Notary Public in and for said County and State, personally appeared Richard F. Seymour, Managing Director of Wachovia Financial Services, Inc., who acknowledged himself to be a duly authorized officer of Wachovia Financial Services, Inc., 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



[Assignment and Assumption Agreement – Dial 2002]

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

**WACHOVIA FINANCIAL SERVICES,
INC.**

By: _____

Name:

Title:

**THE CIT GROUP/EQUIPMENT
FINANCING, INC.**

By: Nancy A. Nardella

Name: Nancy A. Nardella

Title: Vice President

[Assignment and Assumption Agreement – Dial 2002]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this, the 17th day of December, 2008, before me, a Notary Public in and for said County and State, personally appeared Nancy A. Nardella, a Vice President of The CIT Group/Equipment Financing, Inc., who acknowledged herself to be a duly authorized officer of The CIT Group/Equipment Financing, Inc., and that, as such officer, being authorized to do so, she 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.



Notary Public

BENJAMIN A. BOMRIND
Notary Public, State of New York
No. 02BO8175718
Qualified in Kings County
Commission Expires Oct. 15, 2011

Annex I
to
Assignment and Assumption Agreement

Lease with Dial & Companies, Inc.

Rider No. 06 made as of June 1, 2002 ("Rider No. 06"), by and between The CIT Group/Equipment Financing, Inc. (as assignee of Transport Capital Rail Partners LLC) (the "Lessor") and Dial & Companies, Inc. (the "Lessee"), incorporating the terms of that certain Master Lease Agreement, made as of June 1, 2002 (the "Master Lease Agreement"), as it relates only to the Equipment, as amended by that certain Amendment No. 01 to Rider No. 06 dated as of December 18, 2008 by and between the Lessee and the Seller ("the "Amendment" and together with Rider No. 06 and the Master Lease Agreement to the extent incorporated therein, the "Lease"), and (ii) that certain Rider No. 1 to Master Lease Agreement, dated October 27, 2004 (as amended, modified and extended, the "Sublease Rider"), by and between the Lessee, as lessor, and Kansas City Power & Light Company (the "Sublessee"), incorporating the terms of that certain Master Lease Agreement, dated October 27, 2004 (the "Sublease Agreement"), as it relates only to the Equipment (the Sublease Rider, together with the Sublease Agreement to the extent incorporated therein, the "Sublease")

Number of Railcars:	240 in Schedule, 10 casualty, 230 being sold
Description:	4,520 c.f. aluminum coal gondola cars
Reporting Marks:	See Schedule A attached
Rental Payments:	[information removed from filing copy]
Lease Expiration Date:	March 15, 2009

SCHEDULE A

230 – 4520 c.f. aluminum coal gondola cars bearing road marks and numbers as follows:

	Initial	Number
1	NCUX	10751
2	NCUX	10982
3	NCUX	10984
4	NCUX	10991
5	NCUX	10992
6	NCUX	10993
7	NCUX	10994
8	NCUX	10995
9	NCUX	10996
10	NCUX	10997
11	NCUX	10998
12	NCUX	10999
13	NCUX	11001
14	NCUX	11003
15	NCUX	11004
16	NCUX	11008
17	NCUX	11009
18	NCUX	11010
19	NCUX	11011
20	NCUX	11012
21	NCUX	11015
22	NCUX	11019
23	NCUX	11020
24	NCUX	11025
25	NCUX	11026
26	NCUX	11028
27	NCUX	11030
28	NCUX	11031
29	NCUX	11032
30	NCUX	11033
31	NCUX	11035
32	NCUX	11038
33	NCUX	11039
34	NCUX	11041
35	NCUX	11043
36	NCUX	11044
37	NCUX	11046
38	NCUX	11047
39	NCUX	11050
40	NCUX	11051
41	NCUX	11052
42	NCUX	11053
43	NCUX	11055

44	NCUX	11056
45	NCUX	11058
46	NCUX	11060
47	NCUX	11063
48	NCUX	11064
49	NCUX	11066
50	NCUX	11067
51	NCUX	11068
52	NCUX	11069
53	NCUX	11070
54	NCUX	11071
55	NCUX	11072
56	NCUX	11074
57	NCUX	11075
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64	NCUX	11087
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69	NCUX	11093
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71	NCUX	11097
72	NCUX	11098
73	NCUX	11099
74	NCUX	11100
75	NCUX	11105
76	NCUX	11111
77	NCUX	11114
78	NCUX	11115
79	NCUX	11117
80	NCUX	11118
81	NCUX	11122
82	NCUX	11123
83	NCUX	11124
84	NCUX	11126
85	NCUX	11127
86	NCUX	11136
87	NCUX	11137
88	NCUX	11141
89	NCUX	11146
90	NCUX	11150
91	NCUX	11151
92	NCUX	11153
93	NCUX	11154

94	NCUX	11157
95	NCUX	11162
96	NCUX	11164
97	NCUX	11165
98	NCUX	11166
99	NCUX	11168
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102	NCUX	11176
103	NCUX	11178
104	NCUX	11185
105	NCUX	11189
106	NCUX	11190
107	NCUX	11193
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113	NCUX	11202
114	NCUX	11207
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117	NCUX	11211
118	NCUX	11212
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120	NCUX	11219
121	NCUX	11221
122	NCUX	11323
123	NCUX	11383
124	NCUX	11411
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127	NCUX	11458
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129	NCUX	11463
130	NCUX	11467
131	NCUX	11470
132	NCUX	11471
133	NCUX	11476
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217	NCUX	12204
218	NCUX	12206
219	NCUX	12213
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223	NCUX	12260
224	NCUX	12261
225	NCUX	12267
226	NCUX	12271
227	NCUX	12273
228	NCUX	12276
229	NCUX	12287
230	NCUX	12295

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: 12/22/08



Robert W. Alvord