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SURFACE TRANSPORTATION BOARD

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

OF COUNSEL
URBAN A JESTER

July 30, 2010

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

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 July, 2010, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Lease previously filed with the Board under Recordation No. 25450-B.

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

Seller:	General Electric Railcar Services Corporation 161 North Clark Street, 7 th Floor Chicago, IL 60601
Buyer:	First Union Rail Corporation One O'Hare Center 6250 River Road, Suite 5000 Rosemont, IL 60018

Chief
Section of Administration
July 30, 2010
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A description of the railroad equipment covered by the enclosed document is:

118 railcars: PNJX 50240 - PNJX 50359 (excluding PNJX 50289 and PNJX 50331).

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,



Robert W. Alvord

RWA/sem
Enclosures

JUL 30 '10 -2 30 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of July 30, 2010 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation ("Seller"), and First Union Rail Corporation, a North Carolina corporation ("Buyer").

RECITALS

WHEREAS, Buyer and Seller have entered into that certain Purchase Agreement, dated as of July 30, 2010 (the "Purchase Agreement"), providing for the purchase of the Ownership Interest by Buyer from Seller, subject to the terms and conditions set forth therein; and

WHEREAS, the Purchase Agreement contemplates the execution and delivery of this Agreement by Seller and 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 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, Seller sells to Buyer all of Seller's rights, title and interest in and to such unit and assigns to Buyer all of Seller's rights and obligations under the Lease and, to the extent incorporated therein, the Master Lease and the Guaranty solely as it pertains to the Lease and, to the extent incorporated therein, the Master Lease. Notwithstanding the foregoing assignment, 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.** Buyer accepts the assignment contained in Section 2 and, in respect of the period on and after the Closing Date, assumes all obligations of Seller under, and agrees to be bound to the same extent as Seller by all the terms of, the Lease and, to the extent incorporated therein, the Master Lease and the Guaranty solely as it pertains to the Lease and, to the extent incorporated therein, the Master Lease. Effective on and after the Closing Date, Buyer shall be deemed to stand in the place of Seller for all purposes under the Lease and each reference in the Lease to Seller shall be deemed to mean Buyer. As between Buyer and Seller, Seller, in respect of the period on and after the Closing Date, is released of all obligations of Seller under the Lease.

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

Guaranty: Guaranty of Payment and Performance dated as of February 18, 2005 by Guarantor in favor of Seller, as modified by that certain Reaffirmation of Guaranty dated August 16, 2005 by Guarantor and by that certain that certain Reaffirmation of Guaranty dated March 25, 2008 by Guarantor, solely as it pertains to the Lease (and the Master Lease to the extent incorporated therein).

Lease: Rider No. 3 dated as of March 11, 2005 Seller and Lessee, which incorporates by reference the terms of the Master Lease.

Lessee: NRG Power Marketing LLC, formerly known as NRG Power Marketing Inc.

Master Lease: Railroad Car Full Service Master Leasing Agreement dated as of February 18, 2005 between Seller and Lessee, as amended by (i) that certain Amendment No. 1 dated as of August 2, 2005 between Seller and Lessee, (ii) that certain Amendment No. 2 dated as of August 29, 2006 between Seller and Lessee, (iii) that certain Amendment No. 3 dated as of March 20, 2008 between Seller and Lessee, and (iv) that certain Amendment No. 4 dated as of March 25, 2008 between Seller and Lessee.

Ownership Interest: Seller's rights, title and interest in and to the Equipment and Seller's rights and obligations under the Lease and, to the extent incorporated therein, the Master Lease and the Guaranty solely as it pertains to the Lease and the Master Lease.

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 the conflict of law rules thereof.

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.** Seller or Buyer may record this Agreement with the Surface Transportation Board to evidence the assignment by Seller to Buyer of Seller's rights and obligations under the Lease.

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

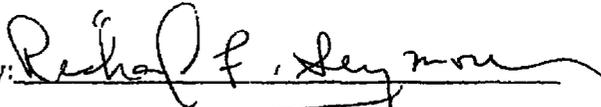
GENERAL ELECTRIC RAILCAR SERVICES CORPORATION

By: _____

Name: Daniel Wallace

Title: Vice President

FIRST UNION RAIL CORPORATION

By:  _____

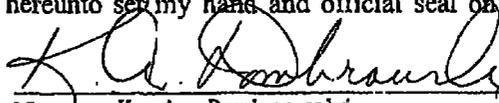
Name: Richard F. Seymour

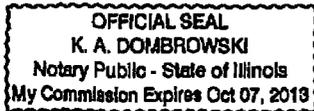
Title: Vice President Sales & Marketing

State of ILLINOIS)
)
County of COOK)

On this, the 30th day July, 2010, before me, a Notary Public in and for said County and State, personally appeared Richard F. Seymour, a Vice President of First Union Rail Corporation, who acknowledged [him/her]self to be a duly authorized officer of First Union Rail Corporation, and that, as such officer, being authorized to do so, s/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



My Commission Expires: 10/7/2013
Residing in: Prospect Hts., IL

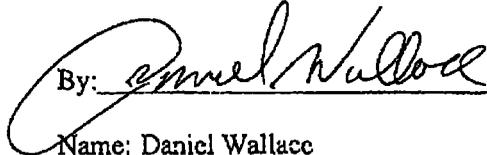
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to the conflict of law rules thereof.

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.** Seller or Buyer may record this Agreement with the Surface Transportation Board to evidence the assignment by Seller to Buyer of Seller's rights and obligations under the Lease.

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: Daniel Wallace

Title: Vice President

FIRST UNION RAIL CORPORATION

By: _____

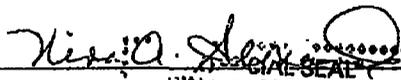
Name: _____

Title: _____

State of IL)
County of COOK)

On this, the 30th day of July, 2010, before me, a Notary Public in and for said County and State, personally appeared Daniel Wallace, 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: NINA A. ALEXANDER
Notary Public, State of Illinois
Commission Expires 09/23/10
My Commission Expires: 9 23 10
Residing in: COOK

**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 First Union Rail 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 July 30, 2010, between Seller and Buyer, and the Assignment and Assumption Agreement, dated July 30, 2010, between Seller and Buyer.

General Electric Railcar Services Corporation

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

**SCHEDULE 1
TO BILL OF SALE
(LIST OF EQUIPMENT)**

118 286,000 lb GRL Coal Gondola Cars 122 Ton Aluminum manufactured in 2005 by
Johnstown America, bearing marks and numbers:

PNJX 50240 -- PNJX 50359 (Excluding PNJX 50289 & PHJX 50331)

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: 7/30/10



Robert W. Alvord