

RECORDATION NO. 30655
FILED March 1, 2013 09:20 AM
SURFACE TRANSPORTATION BOARD



ATEL
Leasing Corporation®

STB E-FILE

February 28, 2013

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, DC 20423-0001

Re: Document for Recordation:
1. Assignment and Assumption Agreement

Dear Section Chief:

Attached please find for recordation one (1) copy of Assignment and Assumption Agreement, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses to the Assignment and Assumption Agreement executed as of February 28, 2013 are:

Seller/Assignor:	General Electric Railcar Services Corporation 121 North Clark Street Chicago, IL 60601
Buyer/Assignee:	ATEL Leasing Corporation 600 Montgomery Street, 9 th Floor San Francisco, CA 94111
Secured Party:	Not applicable

A description of the railroad equipment covered by the Assignment and Assumption Agreement is:

130 used lined covered hopper railcars

A short summary of the document to appear in the index as follows:

Chief, Section of Administration
Office of Proceedings
Surface Transportation Board
February 28, 2013
Page 2

Assignment and Assumption Agreement dated February 28, 2013, between General Electric Railcar Services Corporation (Seller), and ATEL Leasing Corporation (Buyer), regarding assignment of Rider No. 250, Renewal No. 1-B, dated April 5, 2011 to Car Leasing Agreement No. 1968-09 dated July 1, 1993.

The fee of \$42.00 can be charged to our account.

Kindly return a stamped copy of the attached document to the undersigned at your earliest convenience.

Should you have any questions, please do not hesitate to contact me at 415/616-3406 or at [sstetson@atel.com](mailto:ssstetson@atel.com).

Sincerely,

ATEL LEASING CORPORATION



Sheila A. Stetson
Senior Contract Administrator

Attachments

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 28, 2013 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and ATEL Leasing Corporation, a California corporation (the "Buyer").

RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of February 28, 2013 (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 the Lease accruing on or after the Closing Date (including the rider referenced in the definition thereof and, solely as it pertains to the rider, the Master Lease) (collectively, the "Operative Agreements") 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 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 assumes all obligations of the Seller accruing on or 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. The Seller is released of all obligations accruing under the Operative Agreements on or after the Closing Date.

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: means the closing of the transactions contemplated by the Purchase Agreement.

Closing Date: the date of the Bill of Sale.

Equipment: the equipment 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”).

Lessee: E.I. DuPont de Nemours and Company, a Delaware corporation.

Lease: Rider 250 solely to the extent amended and renewed by the Renewal, which incorporates by reference the terms and conditions of the Master Lease. For the purposes of this definition, (a) “Rider 250” is that certain Rider No. 250 dated March 18, 2005 between Seller and Lessee and executed by Lessee on March 24, 2005 and (b) the “Renewal” is that certain Rider No. 250 Renewal No. 1-B between Seller and Lessee and executed by Lessee on June 24, 2011, as amended by that certain Amendment No. 1 to Rider No. 250 Renewal No. 1-B dated as of December 12, 2012 between Seller and Lessee.

Master Lease: Master Lease Contract dated as of July 1, 1993 between Seller and Lessee, as amended by (a) Amendment No. 1 to Car Leasing Agreement 1968-09 between Seller and Lessee signed by Lessee August 1, 2002, (b) Amendment No. 2 to Car Leasing Agreement No. 1968-09 effective as of July 13, 2004 between Seller and Lessee, (c) Amendment No. 3 to Car Leasing Agreement No. 1968-09 made effective as of July 1, 2011 and (d) Amendment No. 3 to Car Leasing Agreement No. 1968-09 made effective as of October 1, 2012 between Seller and Lessee.

Operative Agreements: as defined in Section 2.

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 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. **Miscellaneous.** This Agreement shall be effective upon the occurrence of the Closing. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

[Remainder of this page left blank intentionally.]

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: Michelle DeMita
Title: Vice President

ATEL LEASING CORPORATION

By: _____
Name: Dean Cash
Title: President & C.E.O.

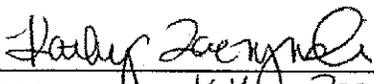
Attachments:

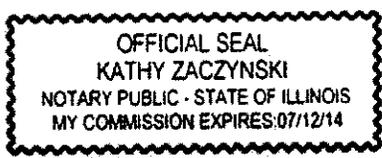
Exhibit 1 – Form of Bill of Sale
Schedule 1 – List of Equipment

State of Illinois)
)
County of Cook)

On this, the 28th day of February, 2013, before me, a Notary Public in and for said County and State, personally appeared Michelle DeMita, a Vice President of General Electric Railcar Services Corporation, who acknowledged herself to be a duly authorized officer of General Electric Railcar Services Corporation, 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.


Name: Kathy Zaczynski
Notary Public



My Commission Expires: 07/12/14
Residing in: COOK

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: Michelle DeMita
Title: Vice President

ATEL LEASING CORPORATION

By: _____
Name: Dean Cash
Title: President & C.E.O.

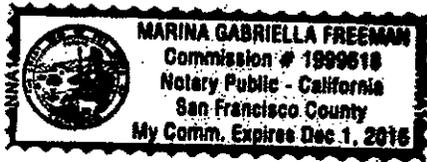
Attachments:

Exhibit I – Form of Bill of Sale
Schedule 1 – List of Equipment

State of California)
City of San Francisco)

On this, the 28th day of February, 2013, before me, a Notary Public in and for said County and State, personally appeared Dean Cash, the President and Chief Executive Officer of ATEL Leasing Corporation, who acknowledged himself to be a duly authorized officer of ATEL Leasing 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: Marina Freeman
Notary Public

My Commission Expires: Dec 1, 2016
Residing in: San Francisco, CA

**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 assigns to ATEL Leasing Corporation, a California corporation (“Buyer”) and its successors and permitted assigns 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 February 28, 2013, between Seller and Buyer, and the Assignment and Assumption Agreement, dated as of February 28, 2013, between Seller and Buyer.

**GENERAL ELECTRIC RAILCAR SERVICES
CORPORATION**

By: _____
Name: Michelle DeMita
Title: Vice President

Date: _____

**SCHEDULE 1
TO BILL OF SALE**

List of Equipment

One hundred and thirty (130) pneumatic hopper railcars bearing the reporting marks and numbers as noted below:

Count	Car Mark	Car Number
1	ACFX	36034
2	ACFX	36047
3	ACFX	36150
4	ACFX	36494
5	ACFX	38383
6	ACFX	38433
7	ACFX	96133
8	ACFX	96137
9	ACFX	96143
10	ACFX	96145
11	ACFX	96149
12	ACFX	96153
13	ACFX	96155
14	ACFX	96156
15	ACFX	96158
16	ACFX	96159
17	ACFX	96160
18	ACFX	96161
19	ACFX	96164
20	ACFX	96179
21	ACFX	96201
22	ACFX	96250
23	ACFX	96340
24	ACFX	96353
25	ACFX	96354
26	ACFX	96578
27	ACFX	96582
28	ACFX	96600
29	ACFX	96603
30	ACFX	96604
31	ACFX	96606
32	ACFX	96609
33	ACFX	96610
34	ACFX	96611
35	ACFX	96612
36	ACFX	96613
37	ACFX	96614
38	ACFX	96615
39	ACFX	96616
40	ACFX	96617
41	ACFX	96618
42	ACFX	96619
43	ACFX	96621

Count	Car Mark	Car Number
66	ACFX	96879
67	ACFX	96885
68	ACFX	96927
69	ACFX	96943
70	ACFX	96968
71	ACFX	96975
72	ACFX	97002
73	ACFX	97013
74	ACFX	97033
75	ACFX	97097
76	ACFX	97100
77	ACFX	97126
78	ACFX	97227
79	ACFX	97231
80	ACFX	97232
81	ACFX	97233
82	ACFX	97234
83	ACFX	97239
84	ACFX	97247
85	ACFX	97256
86	ACFX	97260
87	ACFX	97269
88	ACFX	97271
89	ACFX	97316
90	ACFX	97375
91	ACFX	97386
92	ACFX	97393
93	ACFX	97454
94	ACFX	97468
95	ACFX	97558
96	ACFX	97562
97	ACFX	97566
98	ACFX	97606
99	ACFX	97643
100	ACFX	97733
101	ACFX	97798
102	ACFX	97810
103	ACFX	97885
104	ACFX	97887
105	ACFX	97888
106	ACFX	97895
107	ACFX	98090
108	ACFX	98184

Count	Car Mark	Car Number
44	ACFX	96622
45	ACFX	96647
46	ACFX	96659
47	ACFX	96661
48	ACFX	96664
49	ACFX	96665
50	ACFX	96666
51	ACFX	96670
52	ACFX	96674
53	ACFX	96677
54	ACFX	96684
55	ACFX	96685
56	ACFX	96686
57	ACFX	96690
58	ACFX	96692
59	ACFX	96694
60	ACFX	96698
61	ACFX	96739
62	ACFX	96758
63	ACFX	96792
64	ACFX	96817
65	ACFX	96849

Count	Car Mark	Car Number
109	ACFX	98202
110	ACFX	98269
111	ACFX	98282
112	ACFX	98290
113	ACFX	98299
114	ACFX	98308
115	ACFX	98315
116	ACFX	98330
117	ACFX	98413
118	ACFX	98424
119	ACFX	98429
120	ACFX	98437
121	ACFX	98525
122	ACFX	98534
123	ACFX	98719
124	ACFX	98748
125	ACFX	98812
126	ACFX	99107
127	ACFX	99397
128	ACFX	99402
129	ACFX	99449
130	ACFX	99558

**SCHEDULE 1
TO ASSIGNMENT AND ASSUMPTION AGREEMENT**

List of Equipment

One hundred and thirty (130) pneumatic hopper railcars bearing the reporting marks and numbers as noted below:

Count	Car Mark	Car Number
1	ACFX	36034
2	ACFX	36047
3	ACFX	36150
4	ACFX	36494
5	ACFX	38383
6	ACFX	38433
7	ACFX	96133
8	ACFX	96137
9	ACFX	96143
10	ACFX	96145
11	ACFX	96149
12	ACFX	96153
13	ACFX	96155
14	ACFX	96156
15	ACFX	96158
16	ACFX	96159
17	ACFX	96160
18	ACFX	96161
19	ACFX	96164
20	ACFX	96179
21	ACFX	96201
22	ACFX	96250
23	ACFX	96340
24	ACFX	96353
25	ACFX	96354
26	ACFX	96578
27	ACFX	96582
28	ACFX	96600
29	ACFX	96603
30	ACFX	96604
31	ACFX	96606
32	ACFX	96609
33	ACFX	96610
34	ACFX	96611
35	ACFX	96612
36	ACFX	96613
37	ACFX	96614
38	ACFX	96615
39	ACFX	96616
40	ACFX	96617
41	ACFX	96618

Count	Car Mark	Car Number
66	ACFX	96879
67	ACFX	96885
68	ACFX	96927
69	ACFX	96943
70	ACFX	96968
71	ACFX	96975
72	ACFX	97002
73	ACFX	97013
74	ACFX	97033
75	ACFX	97097
76	ACFX	97100
77	ACFX	97126
78	ACFX	97227
79	ACFX	97231
80	ACFX	97232
81	ACFX	97233
82	ACFX	97234
83	ACFX	97239
84	ACFX	97247
85	ACFX	97256
86	ACFX	97260
87	ACFX	97269
88	ACFX	97271
89	ACFX	97316
90	ACFX	97375
91	ACFX	97386
92	ACFX	97393
93	ACFX	97454
94	ACFX	97468
95	ACFX	97558
96	ACFX	97562
97	ACFX	97566
98	ACFX	97606
99	ACFX	97643
100	ACFX	97733
101	ACFX	97798
102	ACFX	97810
103	ACFX	97885
104	ACFX	97887
105	ACFX	97888
106	ACFX	97895

Count	Car Mark	Car Number
42	ACFX	96619
43	ACFX	96621
44	ACFX	96622
45	ACFX	96647
46	ACFX	96659
47	ACFX	96661
48	ACFX	96664
49	ACFX	96665
50	ACFX	96666
51	ACFX	96670
52	ACFX	96674
53	ACFX	96677
54	ACFX	96684
55	ACFX	96685
56	ACFX	96686
57	ACFX	96690
58	ACFX	96692
59	ACFX	96694
60	ACFX	96698
61	ACFX	96739
62	ACFX	96758
63	ACFX	96792
64	ACFX	96817
65	ACFX	96849

Count	Car Mark	Car Number
107	ACFX	98090
108	ACFX	98184
109	ACFX	98202
110	ACFX	98269
111	ACFX	98282
112	ACFX	98290
113	ACFX	98299
114	ACFX	98308
115	ACFX	98315
116	ACFX	98330
117	ACFX	98413
118	ACFX	98424
119	ACFX	98429
120	ACFX	98437
121	ACFX	98525
122	ACFX	98534
123	ACFX	98719
124	ACFX	98748
125	ACFX	98812
126	ACFX	99107
127	ACFX	99397
128	ACFX	99402
129	ACFX	99449
130	ACFX	99558