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**HELM-PACIFIC LEASING**505 Sansome Street, Suite 1800 • San Francisco, CA 94111  
415/398-4510  
SURFACE TRANSPORTATION BOARD  
FAX 415/398-4816

May 18, 2011

Chief  
Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street S.W.  
Washington, D.C. 20423-0001

RE: Assignment and Assumption Agreement dated as of February 28, 2011 ("Assignment") between General Electric Railcar Services Corporation ("Assignor") and Helm-Pacific Leasing ("Assignee")

Dear Section Chief:

Attached for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) is a copy of the original Assignment.

The attached document relates to the Memorandum of Railroad Car Full Service Master Leasing Agreement and Rider No. 2 being filed under Recordation Number 25450-A.

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

Assignor: General Electric Railcar Services Corporation  
161 N. Clark Street  
Chicago, IL 60601

Assignee: Helm-Pacific Leasing  
505 Sansome Street, Suite 1800  
San Francisco, CA 94111

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

113 Coal Gondola Railcars PNJX 50120-50239 (Not Inclusive)

A short summary of the document to appear in the index is:

Assignment and Assumption Agreement

The recordation filing fee of \$41.00 is on account.

Yours truly,

  
Sharon L. Van Fossan  
Supervisor Contract Administration/svf  
Attachment

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EXECUTION VERSION

SURFACE TRANSPORTATION BOARD

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of February 28, 2011 (this "Agreement"), is between General Electric Railcar Services Corporation, a Delaware corporation (the "Seller"), and Helm-Pacific Leasing, a Nebraska general partnership (the "Buyer").

## RECITALS

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of February 28, 2011 (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 (including the rider referenced in the definition thereof and, solely as they pertain to the rider, the Master Lease and the Guaranty) (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 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 is released of all obligations accruing 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 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").

**Guaranty:** that certain Guaranty of Payment and Performance dated as of February 18, 2005 by NRG Energy, Inc. 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.

**Lease:** that certain Rider No. 2 dated as of March 1, 2005 between 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:** that certain 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:** 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.

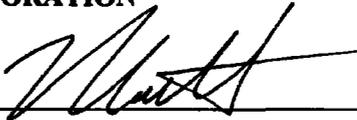
9. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Illinois, without giving effect to its conflict of law rules.

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.

*[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: Mark Stefani  
Title: Vice President

**HELM-PACIFIC LEASING**

By: Helm Pacific Corporation  
Its: General Partner

By: \_\_\_\_\_  
Name: Courtney A. O'H. Williams  
Title: President & CEO

By: Union Pacific Venture Leasing, Incorporated  
Its: General Partner

By: \_\_\_\_\_  
Name: Ed Weber  
Title: President

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

**GENERAL ELECTRIC RAILCAR SERVICES CORPORATION**

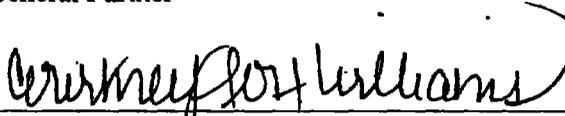
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**HELM-PACIFIC LEASING**

By: Helm Pacific Corporation  
Its: General Partner

By:  \_\_\_\_\_

Name: Courtney A. O'H. Williams

Title: President & CEO

By: Union Pacific Venture Leasing, Incorporated  
Its: General Partner

By: \_\_\_\_\_

Name: Ed Weber

Title: President

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: \_\_\_\_\_

**HELM-PACIFIC LEASING**

By: Helm Pacific Corporation  
Its: General Partner

By: \_\_\_\_\_

Name: Courtney A. O'H. Williams

Title: President & CEO

By: Union Pacific Venture Leasing, Incorporated  
Its: General Partner

By:  \_\_\_\_\_

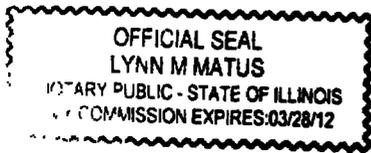
Name: Ed Weber

Title: President

State of Illinois )  
 )  
County of Cook )

On this, the 24<sup>th</sup> day of February, 2011, 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.



Lynn M. Matus  
Name: Lynn M. Matus  
Notary Public

My Commission Expires: 3/28/12  
Residing in: Cook County

State of California )

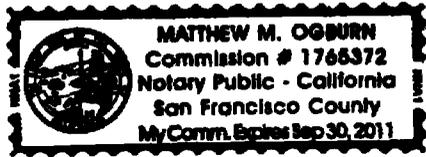
County of San Francisco )

On February 25, 2011 before me, Matthew M. Ogburn, personally appeared Courtney A. O'H. Williams, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Matthew M. Ogburn (Seal)

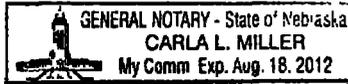


State of Nebraska            )  
  )  
County of Douglas            )

On February 28, 2011, before me, Carla L. Miller, personally appeared Ed Weber, President of Union Pacific Venture Leasing, Incorporated, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nebraska that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Carla L. Miller (Seal)

**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 Helm-Pacific Leasing ("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 February 28, 2011, between Seller and Buyer, and the Assignment and Assumption Agreement, dated February 28, 2011, between Seller and Buyer.

**General Electric Railcar Services Corporation**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Schedule 1**

(List of Equipment)

113 286,000 lb GRL Coal Gondola Cars 122 Ton Aluminum manufactured in 2005 by Johnstown America, bearing marks and numbers:

<u>Coun</u>	<u>Car</u>	<u>Car</u>	<u>Coun</u>	<u>Car</u>	<u>Car</u>	<u>Coun</u>	<u>Car</u>	<u>Car</u>
<u>t</u>	<u>Mark</u>	<u>Number</u>	<u>t</u>	<u>Mark</u>	<u>Number</u>	<u>t</u>	<u>Mark</u>	<u>Number</u>
1	PNJX	50120	39	PNJX	50161	77	PNJX	50201
2	PNJX	50121	40	PNJX	50162	78	PNJX	50202
3	PNJX	50122	41	PNJX	50163	79	PNJX	50203
4	PNJX	50124	42	PNJX	50164	80	PNJX	50204
5	PNJX	50126	43	PNJX	50165	81	PNJX	50205
6	PNJX	50127	44	PNJX	50166	82	PNJX	50206
7	PNJX	50128	45	PNJX	50167	83	PNJX	50207
8	PNJX	50129	46	PNJX	50168	84	PNJX	50208
9	PNJX	50130	47	PNJX	50169	85	PNJX	50209
10	PNJX	50131	48	PNJX	50170	86	PNJX	50210
11	PNJX	50132	49	PNJX	50171	87	PNJX	50211
12	PNJX	50133	50	PNJX	50173	88	PNJX	50212
13	PNJX	50134	51	PNJX	50174	89	PNJX	50213
14	PNJX	50135	52	PNJX	50175	90	PNJX	50214
15	PNJX	50136	53	PNJX	50176	91	PNJX	50215
16	PNJX	50137	54	PNJX	50177	92	PNJX	50216
17	PNJX	50138	55	PNJX	50178	93	PNJX	50217
18	PNJX	50139	56	PNJX	50179	94	PNJX	50218
19	PNJX	50140	57	PNJX	50180	95	PNJX	50219
20	PNJX	50141	58	PNJX	50181	96	PNJX	50220
21	PNJX	50142	59	PNJX	50182	97	PNJX	50221
22	PNJX	50143	60	PNJX	50183	98	PNJX	50222
23	PNJX	50144	61	PNJX	50184	99	PNJX	50223
24	PNJX	50145	62	PNJX	50185	100	PNJX	50224
25	PNJX	50146	63	PNJX	50186	101	PNJX	50225
26	PNJX	50147	64	PNJX	50187	102	PNJX	50226
27	PNJX	50148	65	PNJX	50188	103	PNJX	50227
28	PNJX	50149	66	PNJX	50189	104	PNJX	50228
29	PNJX	50150	67	PNJX	50190	105	PNJX	50229
30	PNJX	50151	68	PNJX	50191	106	PNJX	50230
31	PNJX	50153	69	PNJX	50192	107	PNJX	50231
32	PNJX	50154	70	PNJX	50193	108	PNJX	50232
33	PNJX	50155	71	PNJX	50194	109	PNJX	50233
34	PNJX	50156	72	PNJX	50195	110	PNJX	50235
35	PNJX	50157	73	PNJX	50197	111	PNJX	50237
36	PNJX	50158	74	PNJX	50198	112	PNJX	50238
37	PNJX	50159	75	PNJX	50199	113	PNJX	50239
38	PNJX	50160	76	PNJX	50200			

Cash Purchase Price per unit: \$53,641