

JUN 20 '07

2-15 PM

**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@tol.com](mailto:alvordlaw@tol.com)

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

OF COUNSEL  
URBAN A. LESTER

June 20, 2007

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

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 19, 2007, 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 Commission under Recordation Number 17255.

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

Seller/Assignor: Banc of America Leasing & Capital, LLC (as  
successor to Security Pacific Equipment  
Leasing, Inc.)  
555 California Street  
San Francisco, CA 94104

Buyer/Assignee: Wells Fargo Bank, National Association  
Sixth and Marquette  
Minneapolis, MN 55479

Mr. Vernon A. Williams  
June 20, 2007  
Page 2

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

327 hopper railcars within the series GALX 91003 – GALX 91355 as more particularly set forth in the equipment schedule attached to the document.

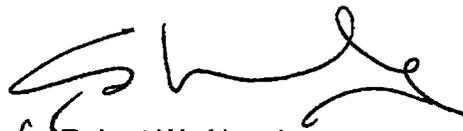
A short summary of the document to appear in the index is:

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,



Robert W. Alvord

RWA/sem  
Enclosures

JUN 20 07

2-15 PM

EXECUTION VERSION

## SURFACE TRANSPORTATION BOARD

## ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of June 19, 2007 (this "Agreement"), is between Banc of America Leasing & Capital, LLC (as successor to Security Pacific Equipment Leasing, Inc.), a Delaware limited liability company (the "Seller") and Wells Fargo Bank, National Association, a national banking association (the "Buyer").

## RECITALS

WHEREAS, Seller had previously entered into that certain Participation Agreement dated as of February 15, 1991, as amended by the First Amendment to Participation Agreement dated as of April 29, 1991, among Georgia Power Company, as the Lessee, Seller, as the Owner and Unum Life Insurance Company of America (as successor to The Paul Revere Life Insurance Company, successor to Provident National Assurance Company), as the Investor (the "Participation Agreement"), relating to 327 Bethlehem 107 ton aluminum coal hopper cars and 15 additional car sets of fabricated car parts (the "Equipment").

WHEREAS, the Buyer and the Seller have entered into that certain Purchase Agreement, dated as of March 28, 2007 (the "Purchase Agreement"), providing for, among other things, the purchase by the Buyer of all of Seller's interest in the Equipment, including all of Seller's right, title and interest in, to and under the Fundamental Agreements (as defined below), subject to the terms and conditions set forth therein; and

WHEREAS, the Participation Agreement and the Purchase Agreement contemplate 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 the Participation Agreement.
2. **Assignment.** Seller assigns, transfers and conveys to Buyer, as of the date hereof, all of Seller's right, title, interest and obligation in to and under the agreements, documents and instruments listed on Exhibit A to which Seller is a party (the "Fundamental Agreements"). 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 date hereof and shall be bound by and solely responsible for performing all of its obligations, liabilities and duties under the Fundamental Agreements arising prior to the date hereof.
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 date hereof, 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 Fundamental Agreements to which Seller is and remains a party after the date hereof. Effective on and after the date hereof, the Buyer shall

be deemed to stand in the place of the Seller for all purposes under such Fundamental Agreements and each reference in such Fundamental Agreements to the Owner shall be deemed to refer to the Buyer. The Seller, in respect of the period on and after the date hereof, is released of all obligations of the Seller under such Fundamental Agreements arising subsequent to this transfer.

4. **Amendments.** No provision of this Agreement may be amended, modified or waived except by written agreement duly executed by each of the parties hereto.

5. **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 16 of the Purchase Agreement.

6. **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.

7. **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.

8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of New York applicable to agreements made and to be performed entirely within such state, without giving effect to the conflict of law rules thereof, other than Section 5-1401 of the New York General Obligation Laws.

9. **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, and the remainder of such provision and the remaining provisions of this Agreement shall be interpreted, to the maximum extent possible, so as to conform to the original intent of this Agreement.

10. **Buyer Representations.** The Buyer represents that (a) it is a bank with a combined capital and surplus of at least \$75,000,000 determined in accordance with generally accepted accounting principles, (b) the Buyer is not itself and is not affiliated with a utility operating within the service territory of Lessee or its affiliates and (c) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will not contravene or violate any law or governmental regulation applicable to or binding on the Buyer.

11. **Third Party Beneficiaries.** Each of Lessee and Investor and their respective successors and permitted assigns is and shall be deemed a third party beneficiary of this Agreement and may rely on the representations and warranties contained herein and is entitled to enforce this Agreement directly and in its own name and enforce rights and claims hereunder.



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

**BANC OF AMERICA LEASING & CAPITAL, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of June, 2007, before me personally appeared \_\_\_\_\_, the \_\_\_\_\_ of BANC OF AMERICA LEASING & CAPITAL, LLC, whom I know personally, and acknowledged that he executed the same on behalf of the company for the purpose therein intended.

\_\_\_\_\_  
Notary Public

**WELLS FARGO BANK, NATIONAL ASSOCIATION**

By: Andrew Rupprecht  
Name: Andrew Rupprecht  
Title: Senior Vice President

State of MINNESOTA )  
County of KENNEPIN ) ss.

On this 18<sup>th</sup> day of June, 2007, before me personally appeared ANDREW RUPPRECHT, the SVP of WELLS FARGO BANK, N.A., whom I know personally, and acknowledged that he executed the same on behalf of the national banking association for the purpose therein intended.

Michelle E. Larson  
Notary Public



**EXHIBIT A**

**FUNDAMENTAL AGREEMENTS**

1. Participation Agreement dated as of February 15, 1991, among Georgia Power Company as Lessee, Security Pacific Equipment Leasing, Inc. as Owner and Provident National Assurance Company as Investor;
2. First Amendment to Participation Agreement dated April 29, 1991 among Georgia Power Company as Lessee, Security Pacific Equipment Leasing, Inc. as Owner and Provident National Assurance Company as Investor;
3. Assignment of Interest in Investment effective as of December 22, 2000, among Georgia Power Company, Banc of America Leasing & Capital, LLC, Provident National Assurance Company and The Paul Revere Life Insurance Company;
4. Conditional Sale Agreement dated as of February 15, 1991 between Bethlehem Steel Corporation as Builder/Vendor and Security Pacific Equipment Leasing, Inc. as Owner;
5. Lease of Railroad Equipment dated as of February 15, 1991, between Georgia Power Company as Lessee and Security Pacific Equipment Leasing, Inc. as Lessor;
6. Amendment to Lease of Railroad Equipment dated as of February 15, 1991 and effective January 30, 1992, between Georgia Power Company as Lessee and Security Pacific Equipment Leasing, Inc. as Lessor;
7. Assignment of Lease and Agreement dated as of February 15, 1991, between Security Pacific Equipment Leasing, Inc. as Owner and Provident National Assurance Company as Investor;
8. Agreement and Assignment dated as of February 15, 1991, between Bethlehem Steel Corporation as Builder and Provident National Assurance Company as Investor/Assignee and acknowledged by Security Pacific Equipment Leasing, Inc.;
9. Indemnity Agreement dated as of February 15, 1991 between Georgia Power Company as Lessee and Security Pacific Equipment Leasing, Inc. as Owner;
10. Bill of Sale dated March 19, 1991, for seventy five (75) units of 107-Ton Aluminum Coal Hopper Cars, executed by Bethlehem Steel Corporation, in favor of Security Pacific Equipment Leasing, Inc.;
11. Certificate of Acceptance dated March 19, 1991;
12. Bill of Sale dated April \_\_, 1991, for seventy five (75) units of 107-Ton Aluminum Coal Hopper Cars, executed by Bethlehem Steel Corporation, in favor of Security Pacific Equipment Leasing, Inc.;

13. Certificate of Acceptance dated April 1, 1991;
14. Bill of Sale dated April 12, 1991, for seventy five (75) units of 107-Ton Aluminum Coal Hopper Cars, executed by Bethlehem Steel Corporation, in favor of Security Pacific Equipment Leasing, Inc.;
15. Certificate of Acceptance dated April 12, 1991;
16. Bill of Sale dated April 29, 1991, for seventy five (75) units of 107-Ton Aluminum Coal Hopper Cars, executed by Bethlehem Steel Corporation, in favor of Security Pacific Equipment Leasing, Inc.;
17. Certificate of Acceptance dated \_\_\_\_\_, 1991;
18. Bill of Sale dated July 24, 1991, for fifty five (55) units of 107-Ton Aluminum Coal Hopper Cars, executed by Bethlehem Steel Corporation, in favor of Security Pacific Equipment Leasing, Inc.;
19. Certificate of Acceptance dated July \_\_, 1991;
20. Bill of Sale dated September 18, 1991, for fifteen (15) Car sets of Aluminum Spare parts, executed by Bethlehem Steel Corporation, in favor of Security Pacific Equipment Leasing, Inc.;
21. Certificate of Acceptance dated September 18, 1991

**Secondary List of Documents  
Georgia Power**

22. Certificate of Existence of Georgia Power Company, dated March 6, 1991;  
  
Certificate of Georgia Power Company dated March 19, 1991, regarding appointment of authorized representatives;  
  
Secretary Certificate of Georgia Power Company dated March 19, 1991;
23. Assistant Secretary Certificate of Security Pacific Equipment Leasing, Inc. dated March 1991 (no documents attached);

**Funding Documents – March 19, 1991**

24. Notice of Closing Date dated March 18, 1991, pursuant to Section 4.2 of the Conditional Sale Agreement;
25. Certificate of Officer of Security Pacific Equipment Leasing, Inc., dated March \_\_, 1991;
26. Assistant Secretary Certificate of Bethlehem Steel Corporation, dated March \_\_, 1991;

27. Certificate of Georgia Power Company, dated March 19, 1991, pursuant to Section 6(e) and 7 of the Participation Agreement dated February 15, 1991;
28. Certificate as to Builder Invoice of Security Pacific Equipment Leasing, Inc., dated March 19, 1991;
29. Certificate as to Builder Invoice of Security Pacific Equipment Leasing, Inc., dated March \_\_, 1991
30. Legal Opinion of Troutman, Sanders, Lockerman & Ashmore, dated March 19, 1991, as counsel to Georgia Power Company;
31. Bethlehem Steel Corporation In House Legal Opinion, dated March 19, 1991;
32. Security Pacific Equipment Leasing, Inc. In House Legal Opinion, dated March \_\_, 1991;
33. Legal Opinion of Morgan, Lewis & Bockius, dated March 19, 1991, as counsel to Security Pacific Equipment Leasing, Inc.

**Funding Documents – April 1, 1991**

34. Notice of Closing Date dated March 28, 1991, pursuant to Section 4.2 of the Conditional Sale Agreement; (missing Security Pacific Equipment Leasing, Inc. signature)
35. Certificate as to Builder Invoice of Georgia Power Company, dated April 1, 1991;
36. Certificate of Georgia Power Company, dated April 1, 1991, pursuant to Section 6(e) and 7 of the Participation Agreement dated February 15, 1991;
37. Legal Opinion of Troutman, Sanders, Lockerman & Ashmore, dated April 1, 1991, as counsel to Georgia Power Company;
38. Bethlehem Steel Corporation In House Legal Opinion, dated April \_\_, 1991;
39. Legal Opinion of Morgan, Lewis & Bockius, dated April 1, 1991, as counsel to Security Pacific Equipment Leasing, Inc.;

**Funding Documents – April 12, 1991**

40. Notice of Closing Date dated April 11, 1991, pursuant to Section 4.2 of the Conditional Sale Agreement; (missing Provident National Assurance Company's signature)
41. Certificate as to Builder Invoice of Georgia Power Company, dated April 12, 1991;
42. Certificate as to Builder Invoice of Security Pacific Equipment Leasing, Inc., dated April \_\_, 1991;
43. Certificate of Georgia Power Company, dated April 12, 1991, pursuant to Section 6(e) and 7 of the Participation Agreement dated February 15, 1991;

44. Assistant Secretary Certificate of Bethlehem Steel Corporation, dated April \_\_, 1991;
45. Certificate of an Officer of Security Pacific Equipment Leasing, Inc., dated April \_\_, 1991;
46. Legal Opinion of Troutman, Sanders, Lockerman & Ashmore, dated April 12, 1991, as counsel to Georgia Power Company;
47. Bethlehem Steel Corporation In House Legal Opinion, dated April 12, 1991;
48. Security Pacific Equipment Leasing, Inc. In House Legal Opinion, dated April \_\_, 1991;
49. Legal Opinion of Morgan, Lewis & Bockius, dated April 12, 1991, as counsel to Security Pacific Equipment Leasing, Inc.;

**Funding Documents – April 29, 1991**

50. Notice of Closing Date dated April 26, 1991, pursuant to Section 4.2 of the Conditional Sale Agreement;
51. Certificate as to Builder Invoice of Georgia Power Company, dated April 29, 1991;
52. Certificate as to Builder Invoice of Security Pacific Equipment Leasing, Inc., dated April \_\_, 1991;
53. Certificate of Georgia Power Company, dated April 29, 1991, pursuant to Section 6(e) and 7 of the Participation Agreement dated February 15, 1991;
54. Certificate of an Officer of Security Pacific Equipment Leasing, Inc., dated April \_\_, 1991;
55. Legal Opinion of Troutman, Sanders, Lockerman & Ashmore, dated April 29, 1991, as counsel to Georgia Power Company;
56. Bethlehem Steel Corporation In House Legal Opinion, dated April 29, 1991;
57. Security Pacific Equipment Leasing, Inc. In House Legal Opinion, dated April \_\_, 1991;
58. Legal Opinion of Morgan, Lewis & Bockius, dated April 29, 1991, as counsel to Security Pacific Equipment Leasing, Inc.;

**Funding Documents – July 24, 1991**

59. Notice of Closing Date dated July 22, 1991, pursuant to Section 4.2 of the Conditional Sale Agreement;
60. Certificate as to Builder Invoice of Georgia Power Company, dated July \_\_, 1991;

61. Certificate as to Builder Invoice of Security Pacific Equipment Leasing, Inc., dated July \_\_, 1991;
62. Certificate of Georgia Power Company, dated July \_\_, 1991, pursuant to Section 6(e) and 7 of the Participation Agreement dated February 15, 1991;
63. Certificate of an Officer of Security Pacific Equipment Leasing, Inc., dated July \_\_, 1991;
64. Legal Opinion of Troutman, Sanders, Lockerman & Ashmore, dated July 24, 1991, as counsel to Georgia Power Company;
65. Bethlehem Steel Corporation In House Legal Opinion, dated July 24, 1991;
66. Security Pacific Equipment Leasing, Inc. In House Legal Opinion, dated July \_\_, 1991;
67. Legal Opinion of Morgan, Lewis & Bockius, dated July 24, 1991, as counsel to Security Pacific Equipment Leasing, Inc.;

**Funding Documents – September 18, 1991**

68. Notice of Closing Date dated September 17, 1991, pursuant to Section 4.2 of the Conditional Sale Agreement (missing Provident National Assurance Company's signature);
69. Certificate as to Builder Invoice of Georgia Power Company, dated September 18, 1991;
70. Certificate as to Builder Invoice of Security Pacific Equipment Leasing, Inc., dated September 18, 1991;
71. Certificate of Georgia Power Company, dated September 18, 1991, pursuant to Section 6(e) and 7 of the Participation Agreement dated February 15, 1991;
72. Assistant Secretary Certificate of Bethlehem Steel Corporation, dated September 18, 1991;
73. Certificate of an Officer of Security Pacific Equipment Leasing, Inc., dated September 18, 1991;
74. Legal Opinion of Troutman, Sanders, Lockerman & Ashmore, dated September 18, 1991, as counsel to Georgia Power Company;
75. Bethlehem Steel Corporation In House Legal Opinion, dated September 18, 1991;
76. Security Pacific Equipment Leasing, Inc. In House Legal Opinion, dated September 18, 1991;
77. Legal Opinion of Morgan, Lewis & Bockius, dated September 18, 1991, as counsel to Security Pacific Equipment Leasing, Inc.;

78. California Filing # 91052044, filed on March 14, 1991, Debtor: Security Pacific Equipment Leasing, Inc., Secured Party: Provident National Assurance Company (with all amendment filings attached);

California Filing # 91052043, filed on March 14, 1991, Debtor: Security Pacific Equipment Leasing, Inc., Secured Party: Provident National Assurance Company (with all amendment filings attached).

**EXHIBIT B**  
**THE UNITS**

Description: 327 107-Ton Aluminum Coal Hopper Cars Manufactured by Bethlehem Steel Corp

Running Numbers

1	GALX91003	48	GALX91053	95	GALX91103	142	GALX91154
2	GALX91004	49	GALX91054	96	GALX91104	143	GALX91155
3	GALX91005	50	GALX91056	97	GALX91105	144	GALX91157
4	GALX91007	51	GALX91057	98	GALX91106	145	GALX91158
5	GALX91008	52	GALX91058	99	GALX91107	146	GALX91160
6	GALX91009	53	GALX91059	100	GALX91108	147	GALX91161
7	GALX91010	54	GALX91060	101	GALX91109	148	GALX91162
8	GALX91011	55	GALX91061	102	GALX91110	149	GALX91163
9	GALX91013	56	GALX91062	103	GALX91111	150	GALX91164
10	GALX91014	57	GALX91063	104	GALX91112	151	GALX91165
11	GALX91015	58	GALX91064	105	GALX91113	152	GALX91166
12	GALX91016	59	GALX91065	106	GALX91114	153	GALX91167
13	GALX91017	60	GALX91066	107	GALX91115	154	GALX91168
14	GALX91018	61	GALX91067	108	GALX91116	155	GALX91169
15	GALX91019	62	GALX91068	109	GALX91117	156	GALX91170
16	GALX91020	63	GALX91069	110	GALX91118	157	GALX91171
17	GALX91021	64	GALX91070	111	GALX91119	158	GALX91172
18	GALX91022	65	GALX91071	112	GALX91120	159	GALX91174
19	GALX91023	66	GALX91074	113	GALX91121	160	GALX91175
20	GALX91024	67	GALX91075	114	GALX91122	161	GALX91176
21	GALX91025	68	GALX91076	115	GALX91123	162	GALX91177
22	GALX91026	69	GALX91077	116	GALX91124	163	GALX91178
23	GALX91027	70	GALX91078	117	GALX91125	164	GALX91179
24	GALX91028	71	GALX91079	118	GALX91126	165	GALX91180
25	GALX91029	72	GALX91080	119	GALX91128	166	GALX91181
26	GALX91030	73	GALX91081	120	GALX91129	167	GALX91182
27	GALX91031	74	GALX91082	121	GALX91130	168	GALX91183
28	GALX91032	75	GALX91083	122	GALX91132	169	GALX91184
29	GALX91033	76	GALX91084	123	GALX91133	170	GALX91185
30	GALX91034	77	GALX91085	124	GALX91134	171	GALX91186
31	GALX91035	78	GALX91086	125	GALX91135	172	GALX91187
32	GALX91036	79	GALX91087	126	GALX91136	173	GALX91188
33	GALX91037	80	GALX91088	127	GALX91137	174	GALX91189
34	GALX91038	81	GALX91089	128	GALX91138	175	GALX91190
35	GALX91039	82	GALX91090	129	GALX91139	176	GALX91191
36	GALX91040	83	GALX91091	130	GALX91140	177	GALX91192
37	GALX91041	84	GALX91092	131	GALX91141	178	GALX91193
38	GALX91042	85	GALX91093	132	GALX91142	179	GALX91194
39	GALX91043	86	GALX91094	133	GALX91144	180	GALX91195
40	GALX91044	87	GALX91095	134	GALX91145	181	GALX91196
41	GALX91045	88	GALX91096	135	GALX91146	182	GALX91197
42	GALX91046	89	GALX91097	136	GALX91147	183	GALX91198
43	GALX91047	90	GALX91098	137	GALX91148	184	GALX91199
44	GALX91048	91	GALX91099	138	GALX91149	185	GALX91200
45	GALX91049	92	GALX91100	139	GALX91151	186	GALX91202
46	GALX91050	93	GALX91101	140	GALX91152	187	GALX91203
47	GALX91052	94	GALX91102	141	GALX91153	188	GALX91205

189	GALX91206	231	GALX91253	273	GALX91298	315	GALX91342
190	GALX91207	232	GALX91254	274	GALX91299	316	GALX91344
191	GALX91208	233	GALX91255	275	GALX91300	317	GALX91345
192	GALX91209	234	GALX91256	276	GALX91301	318	GALX91346
193	GALX91210	235	GALX91257	277	GALX91302	319	GALX91347
194	GALX91211	236	GALX91258	278	GALX91303	320	GALX91348
195	GALX91212	237	GALX91259	279	GALX91304	321	GALX91349
196	GALX91213	238	GALX91260	280	GALX91306	322	GALX91350
197	GALX91214	239	GALX91261	281	GALX91307	323	GALX91351
198	GALX91215	240	GALX91262	282	GALX91308	324	GALX91352
199	GALX91216	241	GALX91263	283	GALX91309	325	GALX91353
200	GALX91218	242	GALX91264	284	GALX91310	326	GALX91354
201	GALX91219	243	GALX91265	285	GALX91311	327	GALX91355
202	GALX91221	244	GALX91266	286	GALX91312		
203	GALX91222	245	GALX91268	287	GALX91313		
204	GALX91223	246	GALX91269	288	GALX91314		
205	GALX91224	247	GALX91270	289	GALX91315		
206	GALX91225	248	GALX91271	290	GALX91316		
207	GALX91226	249	GALX91272	291	GALX91317		
208	GALX91227	250	GALX91274	292	GALX91318		
209	GALX91228	251	GALX91275	293	GALX91319		
210	GALX91229	252	GALX91276	294	GALX91320		
211	GALX91230	253	GALX91277	295	GALX91321		
212	GALX91231	254	GALX91278	296	GALX91322		
213	GALX91232	255	GALX91279	297	GALX91323		
214	GALX91234	256	GALX91280	298	GALX91324		
215	GALX91235	257	GALX91281	299	GALX91325		
216	GALX91236	258	GALX91282	300	GALX91326		
217	GALX91238	259	GALX91283	301	GALX91327		
218	GALX91239	260	GALX91284	302	GALX91328		
219	GALX91240	261	GALX91285	303	GALX91329		
220	GALX91241	262	GALX91286	304	GALX91330		
221	GALX91242	263	GALX91287	305	GALX91331		
222	GALX91243	264	GALX91288	306	GALX91332		
223	GALX91244	265	GALX91289	307	GALX91334		
224	GALX91245	266	GALX91291	308	GALX91335		
225	GALX91246	267	GALX91292	309	GALX91336		
226	GALX91248	268	GALX91293	310	GALX91337		
227	GALX91249	269	GALX91294	311	GALX91338		
228	GALX91250	270	GALX91295	312	GALX91339		
229	GALX91251	271	GALX91296	313	GALX91340		
230	GALX91252	272	GALX91297	314	GALX91341		

Description: 15 Carsets of Fabricated Aluminum Railcar Body Parts

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:

6/20/07



\_\_\_\_\_  
Robert W. Alvord