

**The Provident Bank**

Home Office  
One East Fourth Street  
Cincinnati, Ohio 45202  
513/579-2000

RECORDATION NO. 10035 Filed 1425

JAN 19 1979 -2 30 PM

INTERSTATE COMMERCE COMMISSION

9-619A110

Date JAN 19 1979

Fee \$ 200.00

Washington, D. C.

RECORDATION NO. 10035 Filed 1425

JAN 19 1979 -2 30 PM

INTERSTATE COMMERCE COMMISSION

January 18, 1979

RECORDATION NO. 10035 Filed 1425

JAN 19 1979 -2 30 PM

INTERSTATE COMMERCE COMMISSION

Secretary of the  
Interstate Commerce Commission  
Washington, D.C. 20423

Gentlemen:

Enclosed for filing with respect to the sale of Two Hundred (200) "XF" 70-ton capacity railroad boxcars, specification CC-70-(E)-78, are the following documents:

(1) Conditional Sale Agreement providing for the sale of the boxcars from The Provident Bank, Agent, One East Fourth Street, Cincinnati, Ohio 45202, to BBT, a Nevada limited partnership, One East First Street, Suite 1203, Reno, Nevada 89501;

(2) Agency Agreement between BBT, One East First Street, Suite 1203, Reno, Nevada 89501 and Railway Freight Car Services, Inc., Owner's Agent, North Shore Towers, 269-10C Grand Central Parkway, Floral Park, New York 11005.

(3) Management Agreement between BBT, One East First Street, Suite 1203, Reno, Nevada 89501, and Columbus & Greenville Railway Company, Manager, P.O. Box 6000, Columbus, Mississippi 39701;

(4) Purchase Agreement Assignment from American Financial Corporation, One East Fourth Street, Cincinnati, Ohio 45202, to The Provident Bank, Agent, One East Fourth Street, Cincinnati, Ohio 45202; and

(5) Agency and Management Agreement Assignment among Railway Freight Car Services, Inc., Owner's Agent, North Shore Towers, 269-10C Grand Central Parkway, Floral Park, New

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

FEE OPERATION BR.  
I.C.C.

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RECEIVED

*William Sowers*  
*Clarence*

Secretary of the  
Interstate Commerce Commission  
Page 2  
January 18, 1979

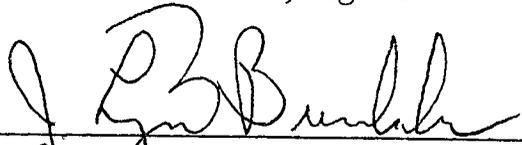
York 11005, BBT, One East First Street, Suite  
1203, Reno, Nevada 89501, and The Provident  
Bank, Agent, One East Fourth Street, Cincinnati,  
Ohio 45202.

As specified above, the railroad boxcars  
bear AAR Mechanical Specification "XF", and  
Railroad identifying marks and road numbers  
of CAGY 25,500-25,699, inclusive. Enclosed  
are three fully executed copies of the above-  
listed documents for filing with the Interstate  
Commerce Commission. I would appreciate it  
if you would return a complete stamped copy  
to Ingrid M. Olson, Morgan, Lewis & Bockius,  
18 M Street, North West, Washington, D.C.  
20036.

Very truly yours,

THE PROVIDENT BANK, Agent

BY:



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Lynn Brewbaker, Assistant  
Vice President

? / CSA copy -  
21500 - 21699

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RECORDATION NO. .... Filed 1425

JAN 19 1979 -2 30 PM

STATE OF CALIFORNIA REGISTRATION COMMISSION

PURCHASE AGREEMENT ASSIGNMENT

DATED AS OF DECEMBER 30, 1978

BY

AMERICAN FINANCIAL CORPORATION,  
Assignor

TO

THE PROVIDENT BANK,  
Agent

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10579

PURCHASE AGREEMENT ASSIGNMENT dated as of December 30, 1978, given by AMERICAN FINANCIAL CORPORATION, an Ohio corporation (hereinafter called the "Assignor"), to THE PROVIDENT BANK, an Ohio banking corporation, as agent (hereinafter called the "Vendor" or "Agent").

WHEREAS, the Assignor and CONSTRUCTORA NACIONAL DE CARROS DE FERROCARILL, S.A. (hereinafter called the "Builder") have agreed upon the purchase by Assignor from the Builder of railroad equipment described in Schedule A hereto (said equipment being hereinafter called the "Equipment") which Builder will manufacture and deliver such Equipment pursuant to a purchase agreement from the Assignor to the Builder dated as of January 4, 1979 as partially assigned to Cantor Fitzgerald Group, Ltd. (such purchase agreement hereinafter called the "Purchase Agreement"); and

WHEREAS, the Agent wishes to acquire the Equipment pursuant to the terms of a certain Finance Agreement dated as of the date hereof (hereinafter called the "Finance Agreement") among the Agent, the Vendee, Railway Freight Car Services, Inc., a New York corporation (hereinafter called the "Owner's Agent") and Great American Insurance Company (hereinafter called the "Lender") for sale to the Vendee, and the Assignor, on the terms and conditions hereinafter set forth, is willing to assign to the Agent the Assignor's rights and interests under the Purchase Agreement, and the Agent is willing to accept such assignment, as hereinafter set forth; and

WHEREAS, BBT, a Nevada limited partnership, with Bijur Transport, Inc. and Apartment House Decorative Co., Inc., as its sole General Partners (hereinafter called the "Vendee") intends to contract with the Columbus & Greenville Railway Company (hereinafter called the "Manager") for the use and management of the Equipment by Manager pursuant to Management Agreement dated as of the date hereof (hereinafter called the "Management Agreement").

NOW, THEREFORE, THIS PURCHASE AGREEMENT ASSIGNMENT (hereinafter called the "Purchase Agreement Assignment")

W I T N E S S E T H :

That in consideration of the sum of One Dollar (\$1) and other good and valuable consideration paid by the Agent to the Assignor, the receipt of which is hereby acknowledged:

1. The Assignor hereby assigns, transfers and sets over on to the Agent all of the Assignor's right, title and interest in and to the Equipment and the Purchase Agreement.

2. It is expressly agreed that, anything herein contained to the contrary notwithstanding:

(a) the Assignor shall at all times remain liable to the Builder under the Purchase Agreement to perform all of its duties and obligations thereunder (including, without limitation, its obligation to pay the Purchase Price of the Units for which settlement is then being made to the Builder on each Closing Date) to the same extent as if this Purchase Agreement Assignment had not been executed;

(b) the exercise by the Agent (or any subsequent assignee of the Agent) of any of the rights assigned hereunder shall not release the Assignor from any of its duties or obligations to the Builder under the Purchase Agreement (including, without limitation, its obligation to pay the Purchase Price of the Units for which settlement is then being made to the Builder on each Closing Date) except to the extent that such exercise by the Agent (or any such assignee) shall constitute performance of such duties and obligations;

(c) neither the Agent nor the Lender shall have any obligation or liability under the Purchase Agreement by reason of, or arising out of this Purchase Agreement Assignment or be obligated to perform any of the obligations or duties of the Assignor under the Purchase Agreement or to make any payment (other than, in the case of the Agent, to pay on the Closing Dates the Purchase Price for the Units of Equipment for which settlement is then being made upon the terms and conditions set forth in the Conditional Sale Agreement, and the Finance Agreement) or to make any inquiry as to the sufficiency of any payment received by any of them or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned hereunder.

3. The Assignor agrees that at any time and from time to time, upon written request of the Agent, the Assignor will promptly and duly execute and deliver any and all

further instruments and documents and take such further action as the Agent may reasonably request in order to obtain the full benefit of this Purchase Agreement Assignment and of the rights and powers herein granted.

4. The Assignor hereby represents that it is the lawful owner, free from all encumbrances, of the Purchase Agreement and that the Assignor has the right to sell and assign the Purchase Agreement as set forth herein and that the Assignor will warrant and defend this Purchase Agreement Assignment against the lawful claims and demands of all persons.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed as of the date first above written.

AMERICAN FINANCIAL CORPORATION

BY: Sandra W. Heiman

WITNESS:

Angela M. Schwartz

STATE OF OHIO            )  
                                  : SS:  
COUNTY OF HAMILTON    )

BE IT REMEMBERED, that on the 10th day of January 1979, before me, the Subscriber, a Notary Public in and for said County and State, personally appeared SANDRA W. HEIMAN of AMERICAN FINANCIAL CORPORATION, the corporation whose name is subscribed to and which executed the foregoing instrument, and for himself and as such officer, and for and on behalf of said corporation, acknowledged that he did execute said instrument on behalf of said corporation, and that the signing and execution of said instrument is his free and voluntary act and deed, his free act and deed as such officer, and the free and voluntary act and deed of said corporation for the uses and purposes mentioned in said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year aforesaid.

Richard D. Siegel  
Notary Public

**RICHARD SIEGEL**  
Notary Public, State of Ohio  
My Commission has no Expiration date  
Section 147.03 B. C.

SCHEDULE A  
TO  
PURCHASE AGREEMENT ASSIGNMENT

<u>Specifications</u>	<u>Maximum Quantity</u>	<u>Manager's Road Numbers (Both In- clusive)</u>	<u>Base Price</u>	
			<u>Unit</u>	<u>Aggregate</u>
70 Ton, 50-6" General Purpose Boxcars	200	CAGY 21500- 21699	\$37,500	\$7,500,000

Delivery

January-  
March, 1979  
at Laredo, Texas