

EXECUTED COUNTERPART

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NO. 7 OF 10

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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND AGREEMENT, dated as of December 15, 1970, between PETEROCK CORPORATION, a New York corporation (the Corporation), and BANKERS TRUST COMPANY, London, England (the Bank).

WHEREAS, the Corporation has entered into and/or is a party to the following:

(i) an Equipment Purchase Agreement, dated as of December 15, 1970 (the Equipment Purchase Agreement), with the seller named therein, providing for the sale to the Corporation of certain Equipment (as defined therein);

(ii) a Lease of Equipment, dated as of December 15, 1970 (the Lease), with the lessee named therein (the Lessee), providing for the lease of the Equipment to the Lessee;

WHEREAS, the Corporation contemplates entering into and/or being a party to the following:

(iii) one or more Purchase Agreements to be dated as of December 15, 1970 (the Purchase Agreements), with one or more banks or other institutional investors (as set forth therein), providing for the sale and purchase of equipment trust certificates issued under the Equipment Trust Agreement as hereinafter defined;

(iv) an Equipment Trust Agreement, to be dated as of December 15, 1970 (the Equipment Trust Agreement), with Irving Trust Company, as Trustee (the Trustee), and Bankers Trust Company, as Fiscal Agent;

(v) a Collateral Assignment of Lease and Agreement, to be dated as of December 15, 1970 (the Collateral Assignment), with the Trustee, providing security for the obligations of the Corporation under the Equipment Trust Agreement; and

(vi) any other documents, instruments and agreements referred to in, or to be executed in connection with, any or all of the aforesaid agreements or referred to in, or to be executed in connection with, the documents, instruments and agreements referred to therein, including any amendments and/or supplements to any of the foregoing and any additional purchase agreements providing for the sale of equipment trust certificates, and any amendments and/or supplements to such purchase agreements (the Other Documents);

WHEREAS, the Corporation, in acquiring the Equipment pursuant to the Equipment Purchase Agreement, in leasing the Equipment pursuant to the Lease and in executing the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents in connection therewith, has acted, or will be acting, solely as nominee for the Bank pursuant to a Nominee Agreement, dated as of the date hereof (the Nominee Agreement), between the Corporation and the Bank, a copy of which is attached hereto as Exhibit A, the Bank being the owner of the entire interest of the Corporation in and to the Equipment and in and to the Equipment Purchase Agreement and the Lease and to be the owner of the entire interest of the Corporation in and to the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, all insofar as they relate to the Equipment; and

WHEREAS, none of the Equipment has as yet been delivered under or pursuant to the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment and/or the Other Documents;

NOW, THEREFORE, THIS ASSIGNMENT AND AGREEMENT WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Bank to the Corporation, the receipt of which is hereby acknowledged, as well as the mutual covenants herein and in the Nominee Agreement contained:

1. The Corporation hereby assigns, transfers, sets over and confirms unto the Bank, its successors and assigns, subject, however, to the rights and remedies of the Trustee under the Equipment Trust Agreement and the Collateral Assignment:

(a) all the right, title and interest of the Corporation in and to the Equipment; and

(b) all the right, title and interest of the Corporation in and to, and all the rights, powers, privileges and remedies of the Corporation under, the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, all insofar as they relate to the Equipment.

2. It is understood and agreed that the Bank or any agent acting for the Bank assume no obligations or liabilities of the Corporation under or in connection with the Equipment Purchase Agreement, the Lease, the Purchase Agreements,

the Equipment Trust Agreement, the Collateral Assignment or the Other Documents, or any document, instrument, agreement, certificate or other paper referred to in or contemplated by any of the foregoing, such obligations or liabilities being and remaining solely corporate obligations and liabilities of the Corporation in respect of which the Bank or any agent acting for the Bank shall have no obligations or liabilities whatsoever except to the Corporation and then only to the extent specifically provided in paragraph 8 of the Nominee Agreement, and that the Corporation will not agree to any change, amendment, modification, waiver, substitution, cancellation or replacement of any terms or provisions of the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment or any of the Other Documents or take or omit to take any action which has the effect of accomplishing the foregoing, unless the prior written consent of the Bank with respect thereto is obtained and then only to the extent so specified in such consent.

3. Without the prior written consent of the Bank, the Corporation will not take any action whatsoever, or suffer any such action to be taken, to amend, modify or change in any way any provision of its certificate or incorporation or by-laws but will take all such action as may be necessary to maintain and preserve its corporate existence and the right to carry on its business and will duly procure all necessary renewals and extensions thereof, use its best efforts to maintain, preserve and renew all rights, powers and privileges and franchises essential to the conduct of such business and comply with all applicable laws, statutes and regulations to which it is subject. In the event that it is necessary to amend the certificate of incorporation or by-laws of the Corporation in order to comply with the affirmative covenant hereinbefore stated in the next preceding sentence, the Corporation will notify the Bank of this fact forthwith upon obtaining knowledge of the same.

4. The Corporation will promptly and duly execute and deliver to the Bank or to such corporation or corporations or person or persons as the Bank may designate such further documents and assurances and take such further action as may be necessary or advisable or as the Bank may from time to time reasonably request in order to more effectively carry out the intent and purpose of this Assignment and Agreement and to establish and protect the Bank's title to the Equipment and the ownership rights and all other rights and interests granted and assigned or intended to be granted and assigned to the Bank hereunder, including (without limitation) if necessary or advisable or if requested by the Bank, at the expense of the Corporation, the execution, delivery, filing, registration and/or recording of this Assignment and Agreement and/or one or more Financing

Statements or Continuation Statements relating hereto in such office or offices as the Bank in its sole discretion may determine and wherever required or permitted by law for the proper protection of the Bank's title to the Equipment and the preservation and protection of the rights and interests granted and assigned to the Bank hereunder. The corporation hereby irrevocably authorized the Bank to file at any time and from time to time one or more Financing Statements or Continuation Statements without the Corporation's signature indicating the Bank's ownership interest in the Equipment and all other rights and interests granted and assigned to the Bank hereunder.

5. When the Corporation has entered into and/or become a party to the agreements referred to in parts (iii) through (v) of the second WHEREAS clause above, the Corporation will promptly execute a Confirmatory Assignment and Agreement with respect thereto, in form and substance satisfactory to the Bank, and deliver same to the Bank.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Agreement as of the date first above written.

PETEROCK CORPORATION



By [Signature]
President

(Corporate Seal)

Attest:

[Signature]
Secretary

BANKERS TRUST COMPANY



By [Signature]
Vice President

(Corporate Seal)

Attest:

[Signature]
Assistant Secretary

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of December, 1970, before me personally appeared Layton F. Smith, to me personally known, who, being by me duly sworn, says that he is the President of PETEROCK CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

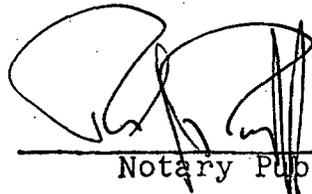

Notary Public

ARNOLD O'LEARY
NOTARY PUBLIC, STATE OF NEW YORK
No. 41-2953645
Qualified in Queens County
Commission Expires March 30, 1971

(Notarial Seal)

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 28 day of December, 1970, before me personally appeared HILARY P. REDDY, to me personally known, who, being by me duly sworn, says that he is a Vice President of Bankers Trust Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

RALPH RUGOFF
Notary Public, State of New York
No. 41-8702600 Queens County
Certificate filed in New York County
Term Expires March 30, 1972

(Notarial Seal)

NOMINEE AGREEMENT

AGREEMENT, dated as of December 15, 1970, between BANKERS TRUST COMPANY, London, England (the Bank) and PETEROCK CORPORATION, a New York corporation (the Corporation).

The Corporation proposes to enter into and/or be a party to the following:

(i) an Equipment Purchase Agreement, dated as of December 15, 1970 (the Equipment Purchase Agreement), with the seller named therein, the form of which has been approved by the parties hereto, providing for the sale to the Corporation of certain Equipment (as defined therein);

(ii) a Lease of Equipment, dated as of December 15, 1970 (the Lease), with the lessee named therein (the Lessee), the form of which has been approved by the parties hereto, providing for the lease of the Equipment to the Lessee;

(iii) one or more Purchase Agreements dated as of December 15, 1970 (the Purchase Agreements); with one or more banks or other institutional investors (as set forth therein), providing for the sale and purchase of equipment trust certificates issued under the Equipment Trust Agreement as herein-after defined;

(iv) an Equipment Trust Agreement, dated as of December 15, 1970 (the Equipment Trust Agreement), with Irving Trust Company, as Trustee (the Trustee), and Bankers Trust Company, as Fiscal Agent;

(v) a Collateral Assignment of Lease and Agreement, dated as of December 15, 1970 (the Collateral Assignment), with the Trustee, providing security for the obligations of the Corporation under the Equipment Trust Agreement;

(vi) any other documents, instruments and agreements referred to in, or to be executed in connection with, any or all of the aforesaid agreements or referred to in, or to be executed in connection with, the documents, instruments and agreements referred to therein, including any amendments and/or supplements to any of the foregoing and any additional purchase agreements providing for the sale of equipment trust certificates, and any amendments and/or supplements to such purchase agreements (the Other Documents); and

(vii) an Assignment and Agreement, dated as of December 15, 1970 (the Company Assignment), with

the Bank, the form of which has been approved by the parties hereto, pursuant to the terms of which the ownership of the entire interest of the Corporation in and to the Equipment and in and to the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, all insofar as they relate to the Equipment, will be assigned, transferred, set over and confirmed unto the Bank.

NOW, THEREFORE, the Corporation and the Bank do hereby declare, acknowledge and agree as follows:

1. The Corporation, in acquiring the Equipment pursuant to the Equipment Purchase Agreement, in leasing the Equipment pursuant to the Lease and in executing the Other Documents in connection therewith, will act solely as nominee for the Bank.

2. All the right, title and interest of the Corporation in and to the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, all insofar as they relate to the Equipment, will, upon their execution and delivery be, and will continue to be, held by the Corporation as nominee for the Bank.

3. All the right, title and interest of the Corporation in and to the Equipment purchased and delivered pursuant to the Equipment Purchase Agreement will be acquired and held by the Corporation as nominee for the Bank.

4. All rents, issues, profits and other income and receipts which may be received by the Corporation pursuant to the Lease with respect to the Equipment shall at all times be the property of and belong to the Bank.

5. All rents, issues, profits and other income and receipts which may be received by the Corporation pursuant to the Lease with respect to the Equipment or by reason of its record ownership of the Equipment will be turned over to the Bank at the direction of the Bank or to such corporation or corporations or person or persons as the Bank may designate.

6. At the request or direction of the Bank, the Corporation shall assign and transfer to the Bank, or to such corporation or corporations or person or persons as the Bank may direct, all the Corporation's right, title and interest in and to the Equipment and, insofar as they relate to the Equipment, the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the

Collateral Assignment and the Other Documents; and in connection therewith the Corporation shall execute and deliver to the Bank any assignments, bills of sale and such other documents, instruments and agreements as the Bank, in its sole discretion, shall deem necessary or appropriate, including but not limited to the Company Assignment; provided, that the Company Assignment and any other such assignment or transfer shall be subject in all respects to the prior rights of the Trustee under the Equipment Trust Agreement and the Collateral Assignment.

7. The Bank hereby acknowledges that pursuant to the Company Assignment, it shall be the holder of the entire interest of the Corporation in the Equipment and, insofar as they relate to the Equipment, in, to and under the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment and the Other Documents and, subject to the terms and conditions provided in the Company Assignment, does hereby constitute and appoint the Corporation the agent and attorney-in-fact of the Bank to execute and deliver all such documents, instruments and agreements as may be required pursuant to the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Collateral Assignment, the Other Documents, the Company Assignment and any of the documents, instruments and agreements referred to in paragraph 6 hereof; provided that the Bank may not revoke said appointment of the Corporation as agent and attorney-in-fact without the prior written consent of the Trustee and provided further that all obligations and liabilities (including, without limitation, all obligations and liabilities in respect of indebtedness or the payment of money) under or in connection with the Equipment Purchase Agreement, the Lease, the Purchase Agreements, the Equipment Trust Agreement, the Equipment Trust Certificates (the Equipment Trust Certificates) referred to in the Equipment Trust Agreement, the Collateral Assignment and the Other Documents, and all documents, instruments, agreements, certificates and papers referred to in and/or contemplated by any of the foregoing, shall be and remain solely corporate obligations and liabilities of the Corporation in respect of which the Bank or any agent acting for the Bank shall have no liability whatsoever except to the Corporation and then only to the extent specifically provided in paragraph 8 hereof.

8. The Bank hereby agrees to indemnify the Corporation with respect to any liability the Corporation may sustain directly as a result of the guaranty by the Corporation of the principal of and interest on the Equipment Trust Certificates; provided, however, that the obligation of the Bank with respect to such indemnification shall be to the extent only of, and shall be satisfied only from and out of, the Bank's right, title and interest in and to the Equipment and the rentals

to be paid by the Lessee pursuant to the Lease. Anything contained in this paragraph 8 or elsewhere in this Agreement to the contrary notwithstanding, (i) the Bank shall not be personally liable in any manner whatsoever to the Trustee, the holders of Equipment Trust Certificates or any other person for any sums payable pursuant to the Equipment Trust Certificates or otherwise in connection with the transactions contemplated by the Equipment Trust Agreement or any of the documents, instruments and agreements referred to herein or contemplated hereby or to any other person whatsoever and (ii) the Bank shall not be obligated to return or otherwise pay over to the Corporation any rentals to the extent received by the Bank.

9. The Corporation agrees that upon receipt of any moneys from the Lessee pursuant to the Lease or otherwise in respect of the Equipment, the Equipment Trust Agreement, the Lease or any of the documents, instruments and agreements referred to herein or contemplated hereby, it will forthwith remit same to Bankers Trust Company, 9 Queen Victoria Street, London, E.C.4, England.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PETEROCK CORPORATION

By _____
President

(Corporate Seal)

Attest:

Secretary

BANKERS TRUST COMPANY

By _____
Vice President

(Corporate Seal)

Attest:

Assistant Secretary

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this _____ day of December, 1970, before me personally appeared Layton F. Smith, to me personally known, who, being by me duly sworn, says that he is the President of PETEROCK CORPORATION, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this _____ day of December, 1970, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that he is a Vice President of BANKERS TRUST COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Notary Public

(Notarial Seal)