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RECORDATION NO

16418-A

AUG 31 1989 -12:40 PM

INTERSTATE COMMERCE COMMISSION

August 31, 1989

RECORDATION NO

16418-C

AUG 31 1989 -12:40 PM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO

16418-B

AUG 31 1989 -12:40 PM

INTERSTATE COMMERCE COMMISSION

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RECORDATION NO

16418-D

AUG 31 1989 -12:40 PM

INTERSTATE COMMERCE COMMISSION

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

As attorney-in-fact for UNUM Life Insurance Company of America, I enclose seven original counterparts of the documents described below to be recorded pursuant to section 11303 of title 49 of the United States Code:

1. Amendment and Restatement dated as of August 30, 1989, a secondary document amending and restating the Master Lease Agreement dated as of April 3, 1989, filed and recorded with you on July 7, 1989, and assigned recordation number 16418;

2. Assignment and Assumption, a secondary document assigning the Master Lease Agreement dated as of April 3, 1989 (as amended and restated by the above-mentioned Amendment and Restatement), filed and recorded with you on July 7, 1989, and assigned recordation number 16418;

3. Lease Assignment dated as of August 30, 1989, a secondary document further assigning the Master Lease Agreement dated as of April 3, 1989 (as amended by the above-mentioned Amendment and Restatement), filed and recorded with you on July 7, 1989, and assigned recordation number 16418; and

*Counterparts -*

4. Chattel Mortgage and Security Agreement dated as of August 30, 1989, a primary document.

Please cross-index these documents to recordation number 16418.

The names and addresses of the parties to the documents are as follows:

Lessee

The Detroit Edison Company  
2000 Second Avenue  
Detroit, Michigan 48226

First lessor and assignor of the lease

Mellon Financial Services Corporation #3  
One Mellon Bank Center  
Pittsburgh, Pennsylvania 15258

Lessor, second assignor of the lease, and mortgagor

Banc One Equipment Finance, Inc.  
1099, North Meridian  
Indianapolis, Indiana 46204

Assignee of the lease and mortgagee

UNUM Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

The equipment covered by all documents consists of 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924. Each such gondola car is marked with the legend "OWNERSHIP SUBJECT TO A LEASE FILED WITH THE INTERSTATE COMMERCE COMMISSION."

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

1. Amendment and Restatement dated as of August 30, 1989, between The Detroit Edison Company, lessee, and Mellon Financial Services Corporation No. 3, lessor, amending and restating the Master Lease Agreement dated as of April 3, 1989, between Mellon Financial Services Corporation #3, lessor, and The Detroit Edison Company, lessee, covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

2. Assignment and Assumption between Mellon Financial Services Corporation #3, assignor, and Banc One Equipment Finance, Inc. assignee, assigning the Master Lease Agreement dated as of April 3, 1989, between Mellon Financial Services Corporation #3, lessor, and The Detroit Edison Company, lessee, as amended and restated by the Amendment and Restatement date as of August 30,

1989, covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

3. Lease Assignment as of August 30, 1989, between Banc One Equipment Finance, Inc., assignor, and UNUM Life Insurance Company of America, assignee, assigning the Master Lease Agreement dated as of April 3, 1989, between Mellon Financial Services Corporation #3, lessor, and The Detroit Edison Company, lessee (which has been assigned to Banc One Equipment Finance, Inc.), covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

4. Chattel Mortgage and Security Agreement dated as of August 30, 1989, between Banc One Equipment Finance, Inc., mortgagor, and UNUM Life Insurance Company of America, mortgagee and secured party, covering 148 rotary dump gondola cars, bearing the road numbers of The Detroit Edison Company DEEX 8777 through DEEX 8924.

A fee of \$52 is enclosed, \$13 for each document. Please return all counterparts not needed by the Commission for recordation, stamped to show recordation, to Susan M. Casey, 111 Nineteenth Street, N.W., Washington, D.C. 20036.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Michael Rice".

Michael Rice

RECORDATION NO 16418B FILED 1025

AUG 31 1989 -12 40 PM

ASSIGNMENT AND ASSUMPTION  
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION dated August 30, 1989 ("Agreement") between MELLON FINANCIAL SERVICES CORPORATION #3, a Pennsylvania corporation ("MFSC"), and BANC ONE EQUIPMENT FINANCE, INC., an Indiana corporation ("BANC ONE").

W I T N E S S E T H :

WHEREAS, MFSC is a party to a Master Lease Agreement dated as of April 3, 1989, by and between MFSC, as lessor, and The Detroit Edison Company, a Michigan corporation (the "Lessee") (the "Original Lease") relating to the acquisition from Thrall Car Manufacturing Company and lease to the Lessee by MFSC, of 148, 108 ton, 4,320 cubic foot aluminum bodied-steel underframed, rotary dump gondola rail cars, identified with the Lessee's road numbers (both inclusive) DEEX 8777-8924 (the "Equipment"), more particularly described on Exhibit A to the Original Lease; and

WHEREAS, the Original Lease was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303 and assigned recordation number 16418; and

WHEREAS, MFSC and the Lessee have entered into an Amendment and Restatement, dated as of August 30, 1989, (the "Amendment"), pursuant to which the Original Lease is amended and restated in its entirety (as amended, the Original Lease is hereinafter referred to as the "Lease"); and

WHEREAS, capitalized terms used herein and not otherwise defined shall have the meaning assigned in the Lease; and

WHEREAS, MFSC, BANC ONE, the Lessee, and UNUM Life Insurance Company of America have entered into a Participation Agreement, dated as of August 30, 1989 (the "Participation Agreement"), pursuant to which MFSC agrees to sell the Equipment to BANC ONE and to assign the Lease to BANC ONE, all subject to the terms and conditions set forth in the Participation Agreement; and

WHEREAS, MFSC desires to sell, transfer and assign to BANC ONE, upon the terms set forth below, without recourse or warranty of any kind except as expressly set forth herein, all of its rights and obligations under the Lease in connection therewith, including without limitation the right to receive any Rent due to MFSC in connection with the leasing of the Equipment pursuant to the Lease.

NOW, THEREFORE, in consideration of the mutual premises herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

1. MFSC hereby sells, assigns and transfers to BANC ONE, effective upon receipt by MFSC of the amounts contemplated to be paid to MFSC pursuant to the Participation Agreement, without recourse or warranty of any kind except as expressly set forth herein, all of its rights under the Lease and under each of the Certificates of Acceptance shown on Schedule 1 hereto, including without limitation, the right to receive Rent due to MFSC in connection with the leasing of the Equipment.

2. BANC ONE hereby unconditionally and irrevocably assumes and agrees with MFSC to become liable for and to perform all of the obligations and liabilities of MFSC under and in connection with the Lease, the Certificates of Acceptance listed on Schedule 1 hereto, and all other leasing records covering the Equipment.

3. Each party hereto agrees that from and after the Closing Date (as defined in the Participation Agreement), for all purposes with respect to the Equipment, BANC ONE shall be deemed to be the Lessor, and shall be deemed to have made all payments in respect of the Equipment, and shall have all of MFSC's rights and all of MFSC's obligations and liabilities with respect to, the Lease and, from and after such date, each reference in the Lease to the Lessor shall be deemed to be a reference to BANC ONE.

4 This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

5 MFSC shall defend, indemnify and hold BANC ONE harmless from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and expenses and costs of suit, arising out of, to the extent indemnity is not provided by Lessee, any and all claims, demands and liabilities of the nature specified in Section 16 of the Lease insofar as such claims, demands and liabilities relate to events or a state of facts with respect to one or more units of Equipment occurring prior to their transfer to BANC ONE. BANC ONE shall defend, indemnify and save MFSC harmless from and against any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and expenses and costs of suit, arising out of, to the extent indemnity is not provided by Lessee, any and all claims, demands and liabilities of the nature specified in Section 16 of the Lease insofar as such claims, demands and liabilities relate to events or a state of facts with respect to one or more units of Equipment occurring after their transfer to BANC ONE.

6. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

7. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all negotiations, preliminary agreements and all prior or contemporaneous discussions and understandings of the parties hereto in connection with the subject matters hereof.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

MELLON FINANCIAL SERVICES  
CORPORATION #3

By:   
\_\_\_\_\_  
Charles S. Wells  
Vice President

BANC ONE EQUIPMENT FINANCE, INC.

By:   
\_\_\_\_\_  
Michael J. Mettler B.V.P.

Certificates of Acceptance  
for  
Master Lease Agreement dated  
as of April 3, 1989,  
between  
Mellon Financial Services Corporation #3  
and The Detroit Edison Company,  
as amended and restated

1. Certificate of Acceptance having an acceptance date of April 28, 1989.
2. Certificate of Acceptance having an acceptance date of May 3, 1989.
3. Certificate of Acceptance having an acceptance date of May 5, 1989.
4. Certificate of Acceptance having an acceptance date of May 10, 1989.
5. Certificate of Acceptance having an acceptance date of May 12, 1989.
6. Certificate of Acceptance having an acceptance date of May 19, 1989.
7. Certificate of Acceptance having an acceptance date of May 25, 1989.
8. Certificate of Acceptance having an acceptance date of May 31, 1989.
9. Certificate of Acceptance having an acceptance date of June 6, 1989.
10. Certificate of Acceptance having an acceptance date of June 14, 1989.
11. Certificate of Acceptance having an acceptance date of June 22, 1989.

State of Indiana )  
 ) ss:  
County of Marion )

On this 30th day of August, 1989, before me personally appeared, Michael P Mattasits, to me personally known, who being by me duly sworn, says that he is the V.P. of BANC ONE EQUIPMENT FINANCE, INC., that the foregoing 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.

[Seal]

*Elizabeth M. Morrison*  
Signature of Notary Public

My Commission expires: 9-18-92

Commonwealth of Pennsylvania )  
County of Allegheny ) ss:  
)

On this 29th day of August, 1989, before me personally appeared, Charles S. Wells, to me personally known, who being by me duly sworn, says that he is a Vice President of Mellon Financial Services Corporation #3, that the foregoing 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.

[Seal]

NOTARIAL SEAL  
JACQUELINE K. SCHULTZ, NOTARY PUBLIC  
PITTSBURGH, ALLEGHENY COUNTY  
MY COMMISSION EXPIRES FEB. 3, 1992

Member, Pennsylvania Association of Notaries

Jacqueline K. Schultz  
Signature of Notary Public

My Commission expires: February 3, 1992