

RECORDATION NO. 18876-B  
FILED 1496

JUL 1 1994 - 8 45 PM

ASSIGNMENT AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AGREEMENT ("Agreement") is made as of the 15<sup>th</sup> day of July, 1994, by and between TRANSCISCO LEASING COMPANY ("Assignor") and SIGNET LEASING AND FINANCIAL CORPORATION ("Assignee").

Assignor will be entering into a Master Lease Agreement with Omaha Public Power District ("Lessee"), pursuant to which Assignor shall have the right and obligation to acquire items of equipment from various vendors, including Johnstown America Corporation (the "Vendor"), and to lease such equipment to the Lessee pursuant to the terms and conditions of the Lease Agreement. The Lease Agreement contemplates the execution of a schedule incorporating by reference the terms of the Lease Agreement and specifying the lease term and rental and other specific terms which are pertinent to the lease of the equipment described in such schedule to the Lessee. Assignor, Lessee and Access Leasing Corporation ("Access") have entered into a commitment letter dated February 2, 1994 (as amended and supplemented, the "Commitment Letter") pursuant to which, among other things, Assignor has agreed to acquire certain items of equipment and lease such items of equipment to the Lessee, and the Lessee has agreed to lease such equipment from Assignor (or its delegee), pursuant to a schedule incorporating the terms of the Lease Agreement (the "Schedule"; and together with the Lease Agreement, solely as it relates to the Schedule, the "Lease"). (All capitalized terms used but not defined herein have the definitions provided for such terms in the Lease.)

Assignor desires to sell to Assignee, and Assignee desires to purchase from Assignor, the right to enter into and perform as the "Lessor" under the Lease and to acquire for the purpose of leasing the same to the Lessee, the items of Equipment described in the Lease.

Assignor is willing to sell and assign, and Assignee is willing to purchase, said interests on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, the mutual promises made herein, and such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Conveyance; Purchase Price.

(a) Conveyance. In exchange for Assignee's payment to Assignor of the Consideration (as defined in part (b) of this Section), and all of Assignee's other agreements hereunder, Assignor hereby agrees to sell, assign, transfer and set over to Assignee all of Assignor's rights, obligations, title and interest

(the "Interest"), and Assignee agrees fully to accept and assume the same, in, under and to (a) the Commitment, solely with respect to the right to enter into the Schedule and acquire and lease to the Lessee the Equipment to be leased thereunder, (b) the Lease Agreement, solely as it relates to the Schedule, (c) any other documents to which Assignor is a party or beneficiary which relate to the Lease (such documents, together with the Lease, the "Lease Documents"), solely as they relate to the Schedule or the Equipment and (d) the Purchase Order (as defined in that certain Assignment of Purchase Order and Acknowledgement and Consent dated July 1, 1994, among assignor, assignee and Johnstown America Corporation, the "Purchase Assignment"; and such Purchase Order being hereinafter referred to as the "Purchase Agreement"), to the extent consistent with the Purchase Assignment; excluding, in each such case, any and all of the obligations of Assignor under and with respect to the Maintenance Agreement and the Servicing Agreement. The conveyance of the Interest shall be evidenced by the Specification of Assigned Schedule (in substantially the form attached hereto as Exhibit No. 1) which shall be executed by Assignor and Assignee pursuant to the terms hereof (the "Specification").

(b) Consideration. In exchange for the conveyance of the Interest by Assignor pursuant hereto and as evidenced by the Specification, Assignee shall pay to Assignor, in cash, the full amount of the Consideration specified on the Specification executed by Assignor and Assignee (the "Consideration").

2. Assignor's Warranties and Representations; Disclaimer.

(a) Warranties and Representations.

(1) With respect to the Specification, Assignor hereby warrants and represents that, effective on the date on which Assignor executes such Specification:

(i) each of the Lease Documents and the Purchase Agreement (collectively, the "Transaction Documents") to which Assignor is a party: has been duly and validly authorized, executed and delivered by Assignor and, to Assignor's knowledge, the other parties thereto; is in full force and effect; and constitutes legal, valid and binding obligations of Assignor and, to Assignor's knowledge, the other parties thereto, enforceable against Assignor and, to Assignor's knowledge, the other parties thereto, in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally;

(ii) no Default or event which, with the giving of notice or lapse of time or both, would become a Default, has occurred under the Lease Documents;

(iii) the information set forth on the Specification is true and correct, and the Transaction Documents described on the Specification and its attached schedule are all of the documents executed or delivered to or by Assignor in connection with the Lease, and such documents constitute the entire agreement of the parties with respect to the transaction evidenced thereby;

(iv) Assignor has not heretofore assigned or pledged the Interest;

(v) to Assignor's knowledge, there has been no prepayment of rent and the aggregate of unpaid rent for the Schedule as shown in the Specification is correct;

(vi) to Assignor's knowledge, the Schedule is not subject to any defense, claim, counterclaim, set-off or any right to cancellation or termination assertable by Lessee; and

(vii) Assignor has no knowledge of any facts impairing the value or validity of the Schedule or any other of the Transaction Documents, any rights created thereby, the Equipment or this Agreement.

(2) Assignor hereby warrants and represents that:

(i) the execution by Assignor of this Agreement and of the Transaction Documents to which it is a party and its participation in the transaction specified herein is in its ordinary course of business and within the scope of its existing corporate authority;

(ii) there is no action, suit or proceeding pending against Assignor before or by any court, administrative agency or other governmental authority which brings into question the validity of, or might in any way impair, the execution, delivery or performance by Assignor of this Agreement or any of the Transaction Documents to which Assignor is a party;

(iii) no approval of, or consent from, any governmental authority is required for the execution, delivery or performance by Assignor of this Agreement or any of the Transaction Documents to which Assignor is a party;

(iv) the execution, delivery and performance by Assignor of this Agreement and the Transaction Documents to which Assignor is a party and the transactions contemplated hereby and thereby do not contravene any provisions of law applicable to Assignor and do not conflict and are not inconsistent with, and will not result (with or without the giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under, or result in the creation of any lien, charge or encumbrance upon the Equipment or the Schedule under any credit agreement, indenture, mortgage, purchase agreement, deed of trust,

security agreement, lease, guarantee or other instrument to which Assignor is a party, by which Assignor may be bound, to which Assignor or its property may be subject, or Assignor's Charter or By-Laws; and

(v) this Agreement constitutes the legal, valid and binding obligation of Assignor, enforceable against Assignor in accordance with its terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

(b) Disclaimer. Except as set forth in this Section 2, Assignor has not heretofore made, nor does it make by this Agreement or any Specification entered into in connection herewith, any representations or warranties. Assignor makes no representation or warranty in connection with, and assumes no responsibility with respect to, the solvency, financial condition or statements of the Lessee; or with respect to the performance or observance by the Lessee of its obligations under the Schedule or the Transaction Documents related thereto, after the date of execution of the Specification.

3. Agency. Assignor agrees that it shall enter into the Servicing Agreement and perform and observe all of the provisions thereof.

4. Expenses. Assignor reaffirms its agreement to be responsible for and to pay all of the expenses and costs for which it agreed to be responsible in the TLC Commitment (as hereinafter defined).

5. Delivery of Documents. This Agreement shall not become effective with respect to Specification until Assignor shall have delivered to Assignee:

(a) all of the executed originals of the related Lease Agreement and other Transaction Documents in Assignor's possession which directly relate to the Schedule and the Equipment;

(b) a Notice, Acknowledgment and Agreement in substantially the form attached hereto as Exhibit No. 2, duly executed by Assignor and the Lessee;

(c) the duly executed and delivered (i) Specification and (ii) Servicing Agreement (in its capacity as Servicing Agent);

(d) the transaction expenses for which Assignor is responsible pursuant to Section 4 of this Agreement; and

(e) the Purchase Assignment and all such other opinions, certificates, documents and instruments (if any) as reasonably may be required by Assignee to effect the assignment and novation of the Vendor Agreements solely to the extent applicable to the

Equipment, or to evidence Assignor's authority to enter into this Agreement and such other documents to be delivered pursuant hereto, and the enforceability of such documents.

6. Covenants. (a) Assignor covenants and agrees promptly to remit to Assignee payments incorrectly received by Assignor with respect to the Schedule or the Equipment.

(b) Assignor shall not take any action which impairs the rights of Assignee (or its assignee or successor) with respect to the Schedule.

(c) Assignee may at all reasonable times, after giving Assignor reasonable prior written notice thereof, inspect and audit such of Assignor's books and records as are directly relevant to the Schedule.

7. Miscellaneous.

(a) Assignment. Assignor may not assign or delegate its obligations hereunder. The rights of Assignee may be assigned upon ten (10) days' prior written notice to the other party. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

(b) Notices. All notices and other communications hereunder shall be in writing, personally delivered or sent by facsimile or certified mail, return receipt requested, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt.

(c) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by, and construed in accordance with, the internal laws of the State of Maryland (without regard to the conflict of laws principles of such State), including all matters of construction, validity and performance.

(d) Entire Agreement. This Agreement, the Specification, that certain commitment letter dated March 9, 1994 between Assignor and Assignee (as supplemented and amended, the "TLC Commitment") (but solely with respect to the provisions thereof which have been expressly referenced in this Agreement), the Purchase Assignment and the Servicing Agreement collectively constitute the entire agreement between the parties with respect to the subject matter hereof and thereof, and shall not be amended or altered in any manner except by a document in writing executed by both parties.

(e) Titles. Section titles are for convenience of reference only and shall not be of any legal effect.

(f) Further Assurances. The parties further covenant and agree to do, execute and deliver, or cause to be done, executed and delivered, and covenant and agree to use their best efforts to cause their successors and assigns to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers and assurances, for the better assuring, conveying and confirming unto Assignee and its successors and assigns, all and singular, the Transaction Documents hereby assigned, and otherwise implementing the intention of the parties under this Agreement, as the parties and their successors and assigns reasonably shall request.

(g) Not an Extension of Credit. This Agreement constitutes a sale of 100% ownership interest in the Interest and shall in no way be construed as an extension of credit by Assignee to Assignor. Assignor waives and releases any right, title or interest that it may have (whether pursuant to a "cross-collateralization" provision or otherwise) in and to any of the Interest, the Schedule and/or the Equipment.

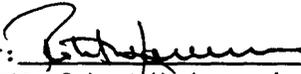
(h) Waiver of Jury Trial. ASSIGNOR AND ASSIGNEE HEREBY UNCONDITIONALLY WAIVE THEIR RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS AGREEMENT, ANY OF THE TRANSACTION DOCUMENTS, ANY DEALINGS BETWEEN ASSIGNOR AND ASSIGNEE RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF, AND/OR THE RELATIONSHIP THAT IS BEING ESTABLISHED BETWEEN ASSIGNOR AND ASSIGNEE. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT (INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS). THIS WAIVER IS IRREVOCABLE MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT OR THE TRANSACTION DOCUMENTS. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

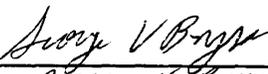
[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed under seal as of the day and year first above written.

TRANSCISCO LEASING COMPANY  
Assignor

SIGNET LEASING AND FINANCIAL  
CORPORATION  
Assignee

By:  (SEAL)  
Name: Robert W. Laversin  
Title: Vice President

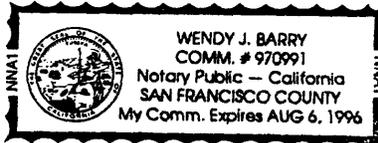
By:  (SEAL)  
Name: George V. Bryson  
Title: V.P.

601 California Street Suite 1301  
San Francisco, California 94108  
Facsimile: 415-788-0583

7 St. Paul Street  
Baltimore, Maryland 21202  
Facsimile: 410-783-6150

STATE OF CALIFORNIA

COUNTY OF San Francisco



On June 30, 1994 before me, Wendy J. Barry,  
personally appeared Robert W. Lavenex, personally  
known to me (or proved on the basis of satisfactory evidence) to be the per-  
son(s) whose name(s) is/are subscribed in 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.

WITNESS my hand and official seal.

Wendy J. Barry  
Notary public in and for said State.

This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The printer does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.  
Cowdery's Form No. 10G — ACKNOWLEDGMENT — General (Civil Code 1189(a)) (Revised 1/93)

STATE OF MARYLAND )  
 ) ss.:  
CITY OF BALTIMORE )

On this 30th day of <sup>June</sup> July, 1994, before me personally appeared George V. Bupon, to me personally known, who, being by me duly sworn, says that he/she is a Vice President of SIGNET LEASING AND FINANCIAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Carol A. Plurano  
Notary Public

[Notarial Seal]

My Commission expires August 1, 1995

STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of July, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he/she is \_\_\_\_\_ of TRANSCISCO LEASING COMPANY, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[Notarial Seal]

My Commission expires

SPECIFICATION OF ASSIGNED EQUIPMENT SCHEDULE

Executed pursuant to the Assignment Agreement dated as of the 1st day of July, 1994 (the "Agreement"), by and between TRANSCISCO LEASING COMPANY, as Assignor, and SIGNET LEASING AND FINANCIAL CORPORATION, as Assignee. All capitalized terms used but not defined herein have the definitions provided for such terms in the Agreement.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement; and, among other things, evidences the conveyance of the Interest by Assignor to Assignee as of the date hereof. Schedule A describing the Transaction Documents is attached hereto and made a part hereof.

- 1. Lessee: OMAHA PUBLIC POWER DISTRICT.
- 2. Date of Master Lease Agreement: July 1, 1994.
- 3. Date of Commitment: March 9, 1994.
- 4. Total Invoice Cost: \$6,420,000.
- 5. Rent:
  - (a) Base Rent due under the Schedule: sixty (60) monthly payments, in advance, each in the amount of \$58,440.93.
  - (b) End of Term Purchase Price: \$ 5,489,100.
- 6. Consideration: \$64,200

Date of Execution: ~~July~~ <sup>July 1</sup> ~~1~~ <sup>Five to</sup>, 1994

TRANSCISCO LEASING COMPANY  
Assignor

SIGNET LEASING AND FINANCIAL  
CORPORATION  
Assignee

By: [Signature] (SEAL)  
Name: Robert W. Laversin  
Title: Vice President & Asst. Secretary

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SPECIFICATION OF ASSIGNED EQUIPMENT SCHEDULE

Executed pursuant to the Assignment Agreement dated as of the 1<sup>ST</sup> day of July, 1994 (the "Agreement"), by and between TRANSCISCO LEASING COMPANY, as Assignor, and SIGNET LEASING AND FINANCIAL CORPORATION, as Assignee. All capitalized terms used but not defined herein have the definitions provided for such terms in the Agreement.

This Specification is dated and effective as of the date set forth below and incorporates the terms and conditions of the Agreement; and, among other things, evidences the conveyance of the Interest by Assignor to Assignee as of the date hereof. Schedule A describing the Transaction Documents is attached hereto and made a part hereof.

1. Lessee: OMAHA PUBLIC POWER DISTRICT.
2. Date of Master Lease Agreement: July 1, 1994.
3. Date of Commitment: March 9, 1994.
4. Total Invoice Cost: \$6,420,000.
5. Rent:
  - (a) Base Rent due under the Schedule: sixty (60) monthly payments, in advance, each in the amount of \$58,440.93.
  - (b) End of Term Purchase Price: \$ 5,489,100.
6. Consideration: \$64,200

Date of Execution: July 1, 1994

TRANSCISCO LEASING COMPANY  
Assignor

SIGNET LEASING AND FINANCIAL  
CORPORATION  
Assignee

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: George V. Byson (SEAL)  
Name: George V. Byson  
Title: V.P.

STATE OF MARYLAND )  
 )  
CITY OF BALTIMORE ) ss.:

On this \_\_\_\_\_ day of July, 1994, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he/she is a \_\_\_\_\_ of SIGNET LEASING AND FINANCIAL CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

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

[Notarial Seal]

My Commission expires \_\_\_\_\_

STATE OF CALIFORNIA )  
 )  
COUNTY OF San Francisco ) ss.:

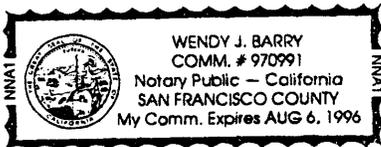
On this 30<sup>th</sup> day of June, 1994, before me personally appeared Robert W. Larsen to me personally known, who, being by me duly sworn, says that he/she is VP & Asst Sect. of TRANSCISCO LEASING COMPANY, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors and he/she acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Wendy J. Barry  
Notary Public

[Notarial Seal]

My Commission expires

8-6-96



SCHEDULE A TO SPECIFICATION  
OF ASSIGNED EQUIPMENT SCHEDULE

Attached to and made a part of Specification of Assigned Equipment Schedule dated July 1, 1994.

The Lease Documents are as follows:

1. Master Lease Agreement dated as of July \_\_, 1994, between TRANSCISCO LEASING COMPANY, as lessor ("Lessor"), and OMAHA PUBLIC POWER DISTRICT, as lessee ("Lessee").
2. Corporate Certificate of Resolutions dated July \_\_, 1994, executed by \_\_\_\_\_, \_\_\_\_\_ of Lessee.
3. Opinion of counsel for Lessee dated July \_\_, 1994, addressed to Lessor and Signet Leasing and Financial Corporation from \_\_\_\_\_.
4. Certificate of insurance dated July \_\_, 1994, by \_\_\_\_\_, issued to Lessor as certificate holder.

The Vendor Agreements are as follows:

Letter Agreement dated as of \_\_\_\_\_, 1994, between JOHNSTOWN AMERICA CORPORATION ("Vendor") and Lessor, incorporating by reference the Terms and Conditions (\_\_\_\_\_).

EXHIBIT NO. 2

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Reference is hereby made to that certain Master Lease Agreement dated as of July 1, 1994 (the "Lease Agreement"), between TRANSCISCO LEASING COMPANY ("TLC") and OMAHA PUBLIC POWER DISTRICT ("Lessee").

TLC hereby gives Lessee notice, and Lessee hereby acknowledges receipt of notice, that TLC has made the assignment contemplated under Section 13(a) (second paragraph) of the Lease Agreement. In furtherance of its acknowledgments and agreements in Section 13(a) of the Lease Agreement, and as its inducement to SLFC to enter into the Schedule, Lessee hereby represents, warrants and covenants as follows (any capitalized terms used but not defined herein shall have the meanings provided therefor in the Lease Agreement):

1. All of Lessee's representations, warranties, indemnities and agreements contained in the Lease Agreement shall pertain to and be deemed incorporated into and a part of the Schedule, including, without limitation, its acknowledgments and agreements in Section 13(a) of the Lease Agreement.
2. Lessee reaffirms the accuracy of all of the representations and warranties made in the Lease Agreement as if they were being made on the date on which the Schedule is executed.
3. There are no modifications, amendments or supplements to the Lease Agreement which relate to the Schedule; and any future modification, termination, amendment or supplement to the Lease Agreement which relates to the Schedule shall be ineffective without SLFC's prior written consent.
4. There has been no prepayment of rent or other sums payable under the Lease. Payments of any and all monies due under the Lease will be paid in strict accordance with the terms thereof.
5. Lessee acknowledges and agrees that (i) SLFC shall be the owner of the Equipment (to the extent contemplated in the Lease) and TLC shall have no interest or authority of any nature regarding the Equipment or the Schedule, (ii) Lessee will deal exclusively with respect to the Schedule with SLFC, and Lessee will make all payments under the Schedule, and deliver copies of all notices and other communications given or made by Lessee, to SLFC at the address specified in the Schedule, and (iii) Lessee will execute such other instruments and take such actions as

SLFC reasonably may require to further confirm the vesting of rights under the Lease in Assignee and Assignee's ownership of the Equipment.

6. Lessee has not received any notice of, nor has Lessee caused or participated in, any sale, transfer, assignment, hypothecation or pledge of the Equipment, the Schedule or the rent reserved thereunder.
7. Lessee has executed one (1) original of the Lease Agreement (which was delivered to TLC), and currently has no original of such document in its possession.

Accepted and agreed to on this \_\_\_\_ day of July, 1994.

TRANSCISCO LEASING COMPANY  
Lessor

OMAHA PUBLIC POWER DISTRICT  
Lessee

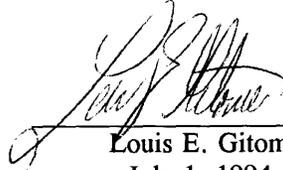
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

BALL, JANIK & NOVACK

**CERTIFICATION**

I, LOUIS E. GITOMER, have compared this copy to the original Assignment Agreement, dated July 1, 1994, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.

  
\_\_\_\_\_  
Louis E. Gitomer  
July 1, 1994