

RECORDATION NO. 19264-B FILED 1425
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INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") is made and entered into as of January 24, 1995, by FBS BUSINESS FINANCE CORPORATION, a Delaware corporation (the "Assignee") and NORRAIL, INC., a Minnesota corporation (the "Assignor").

WHEREAS, Assignor owns certain items of railroad equipment (the "Equipment") which has been leased to TENN LUTTRELL COMPANY pursuant to a Master Lease Agreement, dated as of January 13, 1995 (the "Lease"); and

WHEREAS, pursuant to a certain Purchase and Sale Agreement (the "Purchase Agreement") of even date herewith, Assignor has agreed to sell and Assignee has agreed to purchase certain Assets, including but not limited to all of Assignor's right, title, and interest in the Lease and the Equipment (as such terms are defined in the Purchase Agreement); and

WHEREAS, with respect to periods on and after the date of execution and delivery of this Assignment Agreement, Assignee desires to acquire from Assignor and Assignor desires to sell to Assignee its right, title, and interest to the Assets, and Assignee is willing to assume all of Assignor's Obligations (as such terms are defined in the Purchase Agreement);

NOW, THEREFORE, in consideration of the promises herein made and subject to the terms and conditions herein set forth, the parties hereto agree as follows:

1. Definitions. Capitalized terms used but not defined herein shall have the meanings specified in the Purchase Agreement.
2. Assignment. Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Assets with respect to periods on and after the date of execution and delivery of this Agreement.
3. Assumption. Assignee hereby accepts the foregoing assignment, and with respect to periods on and after the execution and delivery of this Assignment Agreement, for the benefit of Assignor and each of the other parties having interests in the Lease and other agreements comprising the Contract Rights, hereby consents that it shall be a party to the Lease and other agreements comprising the Contract Rights, and Assignee hereby assumes all of Assignor's Obligations and agrees, to such extent, to be bound by all of the terms of such agreements.

4. Counterparts. This Assignment Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

5. Successors and Assigns. The terms of this Assignment Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto, and their respective successors and assigns.

6. Governing Law. This Assignment Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

7. Further Assurances. Each party agrees that from time to time after the date hereof it shall execute and deliver, or cause to be executed and delivered, such instruments, documents, and papers, and take all such further action, as may be reasonably required in order to consummate more effectively the purposes of this Assignment Agreement and to implement the transactions contemplated hereby. Assignor covenants and agrees to cooperate with Assignee in connection with any litigation arising with respect to the Assets.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered on the day and year first above written.

ASSIGNOR:

NORRAIL, INC.

By

Its

Russell D. Adams
VICE PRESIDENT SALES

ASSIGNEE:

FBS BUSINESS FINANCE CORPORATION

By

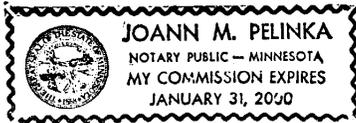
Its

Deborah J. Eckert
Assistant Vice President

NorRail's Acknowledgement

STATE OF MINNESOTA)
) ss.
COUNTY OF WRIGHT)

On this 24th day of January, 1995 before me, personally appeared Russell S. Adams (name of signor), to me personally known, who being by me duly sworn, says that (s)he is the V.P. - Sales (title of office) of NorRail, Inc., a Minnesota corporation, that the seal affixed to the foregoing Assignment and Assumption Agree. is the corporate seal of said corporation (or if no seal is affixed, that the corporation has no seal), that said Assignment and Assumption Agree. was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that (s)he acknowledges that the execution of the foregoing Assignment and Assumption Agree. was the free act and deed of said corporation.



(Notary Public's seal)

Joann M. Pelinka
Notary Public

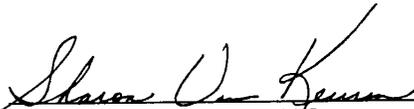
My Commission Expires: 1/31/00

STATE OF MINNESOTA

COUNTY OF Hennepin

On this 3rd day of February, 1995, before me personally came Deborah J. Eckert to me known, who, being by me duly sworn, did depose and say that she is the Assistant Vice President of FBS BUSINESS FINANCE CORPORATION., a Delaware corporation, and she acknowledged to me that she executed the foregoing document on behalf of said corporation by order of its Board of Directors and that such document was the free act and deed of said corporation.

Witness my hand and official seal.


Notary Public in and for said State

My commission expires:

10-23-96

