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January 3, 1995

RECORDATION NO. 14636-C

JAN 3 1995 -12 40 PM

INTERSTATE COMMERCE COMMISSION

Mr. Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RECORDATION NO. 14637-B

JAN 3 1995 -12 40 PM

INTERSTATE COMMERCE COMMISSION

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of December 22, 1994, a secondary document as defined in the Commission's Rules for the Recordation of Documents under 49 C.F.R. Section 1177.

The enclosed document relates to the Conditional Sale Agreement, the Lease of Railroad Equipment and other secondary documents related thereto which have been duly filed with the Commission under one of the following Recordation Numbers: 9505, 11569, 12985, 13154, 13231, 13592 and 14636.

The names and addresses of the parties to the enclosed document are:

Assignor: Security Pacific Equipment Leasing, Inc.
4 Embarcadero Center
San Francisco, California 94111

Assignee: BA Leasing & Capital Corporation
4 Embarcadero Center
San Francisco, California 94111

A description of the railroad equipment covered by the enclosed document is set forth in the Conditional Sale Agreement and the Lease previously filed under this Recordation Number.

Countersparts - [Signature]

Mr. Vernon A. Williams
January 3, 1995
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Interstate Commerce Commission covering the required recordation fee.

Kindly return two stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord", written in black ink.

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 14637-B
JAN 3 1995 -12 40 PM
INTERMEDIATE COUNTY OF SPOKANE (Pullman)

RECORDATION NO. 14636-C
JAN 3 1995 -12 40 PM
INTERMEDIATE COUNTY OF SPOKANE

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT**, dated as of December 22, 1994, is between **Security Pacific Equipment Leasing Inc.**, a Delaware corporation ("Assignor") and **BA Leasing & Capital Corporation**, a California Corporation ("Assignee").

RECITAL

Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the owner interests described in Appendix 1 (the "Owner Interests"), relating to the beneficial interest in the railcar equipment described therein.

ACCORDINGLY, the parties agree as follows:

Section 1. Assignment of Owner Interests. Assignor assigns, transfers and conveys to Assignee, as of the date hereof, all its right, title and interest in, to and under the Owner Interests. Assignee accepts and receives all such right, title and interest in, to and under the Owner Interests.

Section 2. Assumption of Liabilities. Assignee assumes all of the duties and obligations of Assignor hereafter accruing or arising incident to the Owner Interests. Assignee confirms that as of the date hereof it shall be deemed a party to those agreements set forth in Appendix 1 to which Assignor is a party, and Assignee agrees to be bound by all the terms of, and to undertake all the obligations of, Assignor contained therein.

Section 3. Exception. Notwithstanding the foregoing, Assignor shall be entitled to pursue claims accruing or arising incident to its interests in the Owner Interests on or before the date hereof, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the agreements related to the Owner Interests from any obligor thereunder, and/or (b) insurance payments or proceeds, provided, however, that any obligor's liability for such claims shall not exceed the liability it would have incurred if the assignment had not been made.

Section 4. Security Interest. The Assignee hereby grants

to the Agent a security interest in all of the Assignee's right, title and interest in, to and under the Collateral (as defined in the Participation Agreement described in Appendix 1), whether now owned or hereafter acquired and agrees that upon the occurrence of an event of default under Section 5.1 of the Security Agreement (as defined in Appendix 1), the Agent may exercise and enforce the rights and remedies set forth therein against the right, title and interest of the Assignee in and to such Collateral.

Section 5. Miscellaneous. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other party may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement is made and entered into in California, and the laws of California shall govern the validity and interpretation hereof and the performance by the parties hereto of their respective duties and obligations.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

SECURITY PACIFIC EQUIPMENT LEASING, INC.

By: Wayne Lee
Its: Vice President

BA LEASING & CAPITAL CORPORATION

By: Wayne Lee
Its: Vice President

OWNER INTERESTS

All right, title and interest of Security Pacific Equipment Leasing, Inc. as Owner Participant under Participation Agreement dated as of April 1, 1985 (the "Participation Agreement"; defined terms therein being used herein as so defined) among Security Pacific Equipment Leasing, Inc. (successor to Security Pacific Financial Leasing, Inc.) ("Lessor"); GE Capital Railcar Associates, Inc. (successor to ITEL Rail Corporation and Signal Capital Corporation) ("Lessee"); Liberty Life Insurance Company and Security Benefit Life Insurance Company ("Lenders"), in, to and under:

1. The Participation Agreement relating to the acquisition and leasing of certain units of railroad equipment described below, and all other documents and agreements relating thereto, including without limitation:

(a) Master Equipment Lease, dated as of April 1, 1985, between Lessor and Lessee;

(c) Agency Agreement, dated as of April 1, 1985, among the Lenders and Security Benefit Group, Inc. (successor to Security Benefit Trust Company), as Agent;

(d) Security Agreement, dated as of April 1, 1985, between the Lessor and the Agent;

(e) Assignment of Lease and Agreement, dated as of April 1, 1985, from the Lessor to the Agent;

(f) Tax Indemnity Agreement dated as of April 1, 1985, between Lessor and Lessee;

(g) Guaranty, dated as of June 1, 1992, among General Electric Capital Corporation, Security Pacific Equipment Leasing, Inc., Security Benefit Group, Inc., Liberty Life Insurance Company and Security Benefit Life Insurance Company;

(h) The Consent, Waiver, Amendment, Assignment and Assumption, dated as of June 1, 1992, among General Electric Capital Corporation, Security Pacific Equipment Leasing, Inc., Security Benefit Group, Inc., Liberty Life Insurance

Company, Security Benefit Life Insurance Company and GE Capital Railcar Associates, Inc.;

(i) All other operative documents, agreements, certificates and opinions delivered pursuant to the above agreements, and all amendments thereof and supplements hereto.

2. The 200 covered hopper railroad cars and the 16 exterior coiled and insulated railroad tank cars referred to in the Master Equipment Lease, together with any and all replacement parts, alterations, modifications and additions thereto.

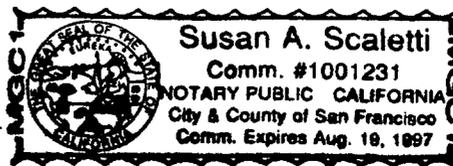
3. All other assets that comprise the collateral under the Security Agreement referred to above.

STATE OF California)
)
) SS.:
COUNTY OF San Francisco)

On this 22nd day of December 1994, before me personally appeared Wayne Leo, to me personally known, who, being by me duly sworn, says that he is a Vice President of SECURITY PACIFIC EQUIPMENT LEASING, INC., 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.

Susan A. Scaletti
Notary Public

[Notarial Seal]
My Commission expires

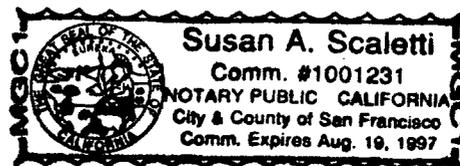


STATE OF California)
)
) SS.:
COUNTY OF San Francisco)

On this 22nd day of December 1994, before me personally appeared Wayne Leo, to me personally known, who, being by me duly sworn, says that he is a Vice President of BA Leasing & Capital 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.

Susan A. Scaletti
Notary Public

[Notarial Seal]
My Commission expires



Susan A. Scalfini
Comm. #1001531
NOTARY PUBLIC CALIFORNIA
City & County of San Francisco
Comm. Expires Aug. 18, 1997



Susan A. Scalfini
Comm. #1001531
NOTARY PUBLIC CALIFORNIA
City & County of San Francisco
Comm. Expires Aug. 18, 1997

