

3-004A002

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RECORDATION NO. 14660-2
FILED 1465

RECORDATION NO. 14660-C
FILED 1465

JAN 4 1993 1 15 PM

January 4 1993

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue NW
Washington, DC 20423

Dear Sir:

I am filing an original and one notarized copy of the documents described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

1. Assignment and Assumption Agreement dated December 30, 1992, by and between Bell Atlantic Tricon Leasing Corporation and Provident Commercial Group, Inc.; and
2. Amendment No. 2 to Master Lease Agreement between Provident and Solvay Polymers, Inc. dated December 30, 1992.

The attached Assignment is an assignment from Tricon to Provident of Tricon's right, title and interest as lessor under a Master Lease Agreement dated May 22, 1985 between National Funding Corporation (predecessor by merger into Tricon) and Soltex Polymer Corporation (predecessor by name change to Solvay), which Master Lease is recorded under Recordation No. 14660 and was amended by an Amendment to Lease dated June 3, 1985 and recorded under Recordation No. 14660A. An Amendment of name change from National Funding Corporation to Tricon was filed as Recordation No. 14660B.

The attached Amendment is an amendment of the Master Lease, as that document was amended by the First Amendment.

A description of the equipment covered by the documents is as follows:

Ninety (90) 100-ton 5800 cubic foot Special Covered Hoppers built to specification HC-100-58-109B 10/11/83 by Thrall Car Manufacturing Company equipped with Dev-Mark stainless steel hatch covers and Edsco gates, car serial numbers ELTX 1000 through 1089, inclusive.

*Co Secretary
Laurie Helton*

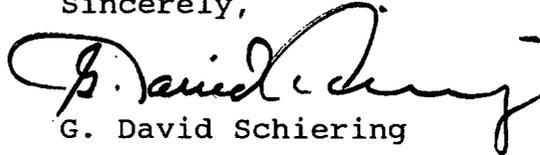
Secretary
January 4, 1993
Page 2

A filing fee of \$16.00 per document is attached. Please return the original after recordation to:

Vivian M. Raby, Esq.
Keating, Muething & Klekamp
1800 Provident Tower
One East Fourth Street
P.O. Box 1800
Cincinnati, Ohio 45202

Please feel free to call the undersigned if you should have any questions. Thank you.

Sincerely,



G. David Schiering

GDS/lis

Attachments

RECORDATION NO. 14660-2
FILED 1463

JAN 4 1993 - 1 10 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT INTERSTATE COMMERCE COMMISSION

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is entered into as of December 30, 1992, by and between BELL ATLANTIC TRICON LEASING CORPORATION, a Delaware corporation ("Seller") and PROVIDENT COMMERCIAL GROUP, INC., an Ohio corporation ("Purchaser").

WHEREAS, Seller and Purchaser are parties to a Purchase and Sale Agreement for the purchase and sale of ninety (90) 100-ton 5800 cubic foot Special Covered Hoppers built to specification HC-100-58-109B 10/11/83 by Thrall Car Manufacturing Company, equipped with Dev-Mark stainless steel hatch covers and Edsco gates, car serial numbers ELTX 1000 through 1089, inclusive, owned by Seller all as described therein, dated as of the date hereof (the "Purchase Agreement"); and

WHEREAS, the Purchase Agreement provides, among other things, for the execution and delivery of this Agreement to effect the sale and assignment by Seller to Purchaser of the right, title and interest of Seller in, and the assumption by Purchaser of the certain obligations of Seller under, the Master Lease Agreement, dated as of May 22, 1985, between Soltex Polymer Corporation, predecessor in interest to Solvay Polymers, Inc., as lessee (the "Lessee") and National Funding Corporation, the predecessor by merger into Seller as lessor, as supplemented by the Lease Supplement No. 1, dated as of May 31, 1985 and amended on June 3, 1985 and amended by that certain Amendment to Master Lease Agreement dated as of June 3, 1985;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.
2. Assignment. Seller does hereby transfer, sell, assign and convey unto Purchaser all of Seller's rights, title and interest in, to and under the Lease and all of the other Operative Documents, excluding, however, any claim, cause of action or the right to payment or indemnification accruing prior to the Closing Date or payable by reason of an event, action or omission occurring prior to such Closing Date and the right to remain an insured party under the Lease with respect to the period prior to the Closing Date.

EXCEPT AS OTHERWISE SPECIFICALLY AGREED IN WRITING BETWEEN SELLER AND PURCHASER, SELLER MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE TITLE, MERCHANTABILITY, COMPLIANCE AND SPECIFICATIONS, CONDITION, DESIGN, OPERATION, FREEDOM FROM PATENT OR TRADEMARK INFRINGEMENT, ABSENCE OF LATENT DEFECTS OR FITNESS FOR A PARTICULAR PURPOSE OR FOR USE OF THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, OR ANY PART OR PORTION THEREOF.

3. Assumption. Purchaser does hereby accept the foregoing assignment and does assume all of the duties, obligations and liabilities of Seller under the Lease and all of the other Operative Documents accruing or arising from and after the Closing Date. Purchaser agrees to be deemed to be a party to the Lease and all of the other Operative Documents as "Lessor", subject to the execution and delivery by the Lessee of the Consent and Acknowledgement, in the form attached hereto as Exhibit A, and agrees to be bound by all of the terms of the Lease and the other Operative Documents. Seller shall not be responsible to any person for the discharge or performance of any duties, obligations or liabilities accruing or to be performed or discharged by the Purchaser (as Lessor under the Lease) after the Closing Date or arising out of events or circumstances occurring after the Closing Date pursuant to or in connection with the Lease or other Operative Documents.

4. Indemnity.

(a) Purchaser, on an after-tax basis, will indemnify Seller, its successors and assigns, and hold them harmless from and against any claims, causes of action, liabilities, losses, costs or expenses, including reasonable attorneys' fees ("Losses") which shall accrue under the Lease or other Operative Documents at and after the Closing Date and which arise out of events or circumstances occurring at or after the Closing Date and which shall be asserted against the Seller as predecessor Lessor.

(b) Seller, on an after-tax basis, will indemnify Purchaser, its successors and assigns, and hold them harmless from and against any Losses which arose prior to the Closing Date under the Lease or any of the other Operative Documents or which may arise out of events or circumstances which occurred prior to the Closing Date and which shall be asserted against the Purchaser.

5. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

6. Further Assurances. Seller agrees, at Purchaser's expense, to execute such further documents, and to do such further things, as Purchaser may reasonably request in order to more fully effect this Assignment and Assumption Agreement and the transactions contemplated by the Purchase Agreement.

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

8. Notices. All notices and requests in connection with this Agreement shall be given in writing in English and may be personally delivered or given by airmail, telecopy, telex or any other customary means of communication addressed as follows (or to any other address which either party may designate in writing to the other party):

Purchaser:

Provident Commercial Group, Inc.
One East Fourth Street
Cincinnati, Ohio 45202

Attn: Forest C. Frank
Executive Vice President

Telecopy Number: (513) 579-2858
Confirmation Number: (513) 579-2862

With a Required
Copy to:

Keating, Muething & Klekamp
1800 Provident Tower
One East Fourth Street
Cincinnati, OH 45202

Attention: Richard D. Siegel

Telecopy Number: (513) 579-6457
Confirmation Number: (513) 579-6413

Seller:

Bell Atlantic TriCon Leasing Corporation
95 N. Route 17 South
P. O. Box 907
Paramus, NJ 07653

Attention: James W. Boyan
Senior Vice President
Capital Services Group

Telecopy Number: (201) 712-3706
Confirmation Number: (201) 712-3622

With a Required
Copy to:

Senior Vice President, General Counsel
and Secretary
Bell Atlantic Capital Corporation
1717 Arch Street, 32nd Floor, EAST
Philadelphia, Pennsylvania 19103

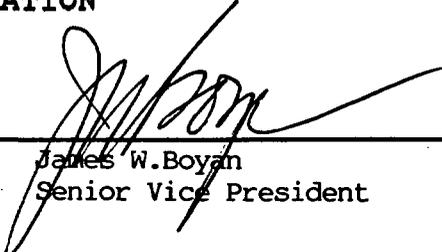
Telecopy Number: (215) 563-3155
Confirmation Number: (215) 963-6453

Any notice given pursuant to this Section 8 shall be effective when received and, in the case of notice by telecopy, confirmed.

9. Governing Law. This Agreement shall be governed by the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

BELL ATLANTIC TRICON LEASING CORPORATION

By: 
Name: James W. Boyan
Title: Senior Vice President

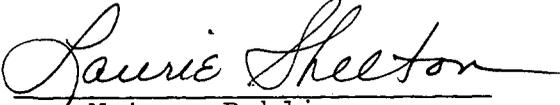
PROVIDENT COMMERCIAL GROUP, INC.

By: 
Name: Darla L. Townsend
Title: Vice President

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DISTRICT OF COLUMBIA: ss

This is to certify that the foregoing Lease Assignment and Lease Assumption Agreement is a true and exact copy of the original.


Notary Public

Laurie Shelton
Notary Public, District of Columbia
My Commission Expires Jan. 1, 1997