



BankAmeriLease Companies

Subsidiaries of BankAmerica Corporation

Wayne P. Weiner
Vice President

Specialized Lease Financing

January 14, 1991

1-023A150

Ms. Mildred Lee
Office of the Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, DC 20423

RECORDATION NO. 10385 FILED IN

JAN 23 1991 -12 50 PM

INTERSTATE COMMERCE COMMISSION

Dear Ms. Lee:

Pursuant to your instructions during our telephone conversation today, we enclose for recordation pursuant to 49 U.S.C. § 11303 the original and a counterpart of an Assignment and Assumption Agreement, dated as of December 31, 1990.

The Assignment is a secondary document, as defined in 49 C.F.R. § 1177.1(b). It relates to the following primary document:

Lease dated as of May 22, 1979, filed with ICC on May 22, 1979, at 11:30 a.m., Recordation No. 10385.

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

Assignor: BA Leasing & Capital Corporation
Two Embarcadero Center
Suite 28000
San Francisco, California 94111
Attention: Contract Administration

Assignee: The David J. Joseph Company
300 Pike Street
Cincinnati, OH 45202-4214
Attention: President RELM Division

Ms. Mildred Lee
January 14, 1991
Page Two

A general description of the railroad equipment covered by the Assignment is as follows:

161 100-Ton, 1979 Hawker Siddeley 4,650 Cubic Foot Covered Hopper Cars bearing the following identification marks and numbers:

FLIX 2000-2009	FLIX 2131
FLIX 2011-2028	FLIX 2133-2136
FLIX 2031-2039	FLIX 2141-2144
FLIX 2041	FLIX 2149-2157
FLIX 2043-2053	FLIX 2159-2160
FLIX 2055-2072	FLIX 2162-2164
FLIX 2074-2081	FLIX 2167-2173
FLIX 2083-2101	FLIX 2175
FLIX 2104-2111	FLIX 2177-2180
FLIX 2113-2128	FLIX 2182-2189

We request that this Assignment also be indexed under the name of the assignee, The David J. Joseph Company.

A brief summary of the Assignment to appear in the index follows:

Same units as in above primary documents bearing the following identification marks and numbers:

FLIX 2000-2009	FLIX 2131
FLIX 2011-2028	FLIX 2133-2136
FLIX 2031-2039	FLIX 2141-2144
FLIX 2041	FLIX 2149-2157
FLIX 2043-2053	FLIX 2159-2160
FLIX 2055-2072	FLIX 2162-2164
FLIX 2074-2081	FLIX 2167-2173
FLIX 2083-2101	FLIX 2175
FLIX 2104-2111	FLIX 2177-2180
FLIX 2113-2128	FLIX 2182-2189

Ms. Mildred Lee
January 14, 1991
Page Three

We enclose the fee of \$15.00 for recordation. Please file-stamp and return the original Assignment to Bank of America Legal Department, Box 37000, San Francisco, CA 94137 Attention: Teresa M. Colwell.

Thank you very much for your effort on our behalf. If you have any further questions, please call me at (415) 622-5837 or Teresa Colwell at (415) 622-3629.

Very truly yours,

BA LEASING & CAPITAL CORPORATION

By Wayne P. Weiner
Wayne Weiner, Vice President

Interstate Commerce Commission
Washington, D.C. 20423

1/24/91

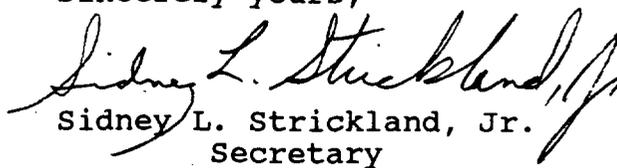
OFFICE OF THE SECRETARY

Wayne P. Weiner
Vice President
Bank Americlease Companies
Two Embarcadero Center
San Francisco, California 94111

Dear Sir: $\frac{1}{2}$

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 1/23/91 at 12:20pm, and assigned recordation number(s). 10385-C & 10504-D

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 31, 1990, is entered into by and between BA LEASING & CAPITAL CORPORATION ("Assignor"), a California corporation, and THE DAVID J. JOSEPH COMPANY ("Assignee"), a Delaware corporation.

RECORDED TO 10385 FILED 143

JAN 23 1991 -12 20 PM

W I T N E S S E T H:

INTERSTATE COMMERCE COMMISSION

WHEREAS, 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 set forth in Appendix 1 ("Owner Interests") which Owner Interests relate to rolling stock leased to Farmland Industries, Inc.

NOW, THEREFORE, the parties agree as follows:

Section 1. Assignment of Owner Interests. Assignor assigns, transfers and conveys to Assignee as of the date hereof all of 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 under the agreements set forth in Appendix 1. Assignor shall not be responsible to any other party to the agreements set forth in Appendix 1 for the discharge or performance of any such duties or obligations to

be performed or discharged pursuant to or in connection with the agreements set forth in Appendix 1 after the date hereof. 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 such obligations of, Assignor contained therein.

Section 3. Exception. Notwithstanding the foregoing assignment, 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 or 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 (1) any obligor's liability for such claim shall not exceed the liability it would have incurred if the assignment had not been made, (2) Assignor shall indemnify Assignee and its successors and assigns from and against any full or partial loss of, or inability to fully enforce or realize rights in, to and under the Owner Interests, or any documents relating thereto arising out of, relating to or incurred in connection with the exercise by Assignor of the rights reserved unto Assignor in this Section 3, and (3) the rights reserved hereunder shall not be deemed to include the exercise of any remedies provided for in Section 14 of the Equipment Leases listed in Appendix I, except those contained in Section 14.2 (a) thereof.

Section 4. Indemnity.

(a) Assignee agrees to indemnify and save and hold harmless Assignor from and against any and all loss, liability, claims, and causes of action accruing or arising under the agreements set forth in Appendix 1 after the date hereof by reason of any act, event, or omission occurring subsequent to the date hereof which are asserted against Assignor as a party of the agreements set forth in Appendix 1.

(b) Assignor agrees to indemnify and save and hold harmless Assignee from and against any and all loss, liability, claims, and causes of action which may have accrued or arisen under the agreements set forth in Appendix 1 on or prior to the date hereof by reason of any act, event, or omission occurring on or prior to the date hereof and which are asserted against Assignee as a party of the agreements set forth in Appendix 1.

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 parties 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. The laws of ^{Ohio}~~California~~ shall govern the validity

WKL WPM
LKB

and interpretation hereof and the performance of the parties hereto of their respective duties and obligations.

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

BA LEASING & CAPITAL CORPORATION

By: Wayne P. Weiner
Its: Vice President

By: Wayne K. Leo
Its: Vice President

THE DAVID J. JOSEPH COMPANY

By: Larry K. Burt
Its: ^{DIVISIONAL} Vice President

STATE OF OHIO

)
) ss.

COUNTY OF HAMILTON

On this 31ST day of December, 1990, before me personally appeared Wayne P. Weiner, to me personally known, who being by me duly sworn says that he is Vice President of BA Leasing & Capital Corporation, that the foregoing Assignment and Assumption Agreement was signed on behalf of said corporation by the 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.

Carolyn A. Trainor

CAROLYN A. TRAINOR
Notary Public, State of Ohio
My Commission Expires March 8, 1993

STATE OF OHIO

)
) ss.

COUNTY OF HAMILTON

On this 31ST day of December, 1990, before me personally appeared Wayne K. Leo, to me personally known, who being by me duly sworn says that he is Vice President of BA Leasing & Capital Corporation, that the foregoing Assignment and Assumption Agreement was signed on behalf of said corporation by the 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.

Carolyn A. Trainor

CAROLYN A. TRAINOR
Notary Public, State of Ohio
My Commission Expires March 8, 1993

STATE OF OHIO

)
) ss.

COUNTY OF HAMILTON

On this 31ST day of December, 1990, before me personally appeared Larry K. Barton, to me personally known, who being by me duly sworn says that he is Div. Vice President of The David J. Joseph Company, that the foregoing Assignment and Assumption Agreement was signed on behalf of said corporation by the 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.

Carolyn A. Trainor

CAROLYN A. TRAINOR
Notary Public, State of Ohio
My Commission Expires March 8, 1993

APPENDIX 1
OWNER INTERESTS

All right, title and interest of BA Leasing & Capital Corporation, in, to and under:

1. The Participation Agreements among Farmland Industries, Inc. (the "Lessee"), BA Leasing & Capital Corporation, successor by merger to BameriLease Capital Corporation and BameriLease, Inc. (the "Trustor"), the institutions named in the Appendix 2 (the "Lenders"), Mercantile Bank, N.A., formerly Mercantile Trust Company National Association, (the "Trustee") and Boatman's First National Bank of Kansas City, formerly The First National Bank of Kansas City (the "Security Trustee"), dated as of May 22, 1979 and June 15, 1979, respectively.
2. The Trust Agreements between Trustor and Trustee dated as of May 22, 1979 and June 15, 1979, respectively.
3. The Equipment Leases between Trustee and Lessee dated as of May 22, 1979 and June 15, 1979, respectively, as supplemented by (a) the First Lease Supplement dated as of June 29, 1979 and the Second Lease Supplement dated as of December 27, 1979, relating to the Equipment Lease dated as of May 22, 1979 and (b) the First Lease Supplement dated as of June 29, 1979, the Second Lease Supplement dated as of July 9, 1979 and the Third Lease Supplement dated as of December 27, 1979, relating to the Equipment Lease dated as of June 15, 1979.
4. The Security Agreement - Trust Deeds from Trustee to Security Trustee dated as of May 22, 1979 and June 15, 1979, respectively, as supplemented by (a) the First Supplemental Security Agreement, dated as of June 29, 1979, Second Supplemental Security Agreement dated as of December 27, 1979 relating to the Security Agreement-Trust Deed, dated as of May 22, 1979 and (b) the First Supplemental Security Agreement dated as of June 29, 1979, the Second Supplemental Security Agreement dated as of July 9, 1979, and the Third Supplemental Security Agreement dated as of December 27, 1979, relating to the Security Agreement-Trust Deed, dated as of June 15, 1979.
5. Ten percent Secured Notes, dated June 15, 1979, numbered R-1 through R-12, in the aggregate principal amount of \$10,000,000, and ten percent Secured Notes, dated May 22, 1979, numbered R-1 through R-12, in the aggregate principal amount of \$8,750,000.
6. The Tax Indemnification Agreements between Trustee and Lessee dated as of May 22, 1979 and June 15, 1979, respectively.

Assignments and *WCL WPU JMB*

7. The ~~Agreement and Assignments~~ between Trustee and Lessee dated as of May 22, 1979 and June 15, 1979, respectively.

8. The Agreement between ITEL Corporation and Lessee dated as of May 16, 1979.

9. The Agreement among Lessee, ITEL Corporation and Hawker Siddeley Canada Ltd. dated as of May 15, 1979.

10. The Consent and Agreements of ITEL Corporation dated as of May 17, 1979 and June 15, 1979, respectively.

11. The Certificates of Supplemental Cost dated as of December 17, 1979 and December 24, 1979, respectively.

12. The Purchase Contract between Hawker Siddeley Canada Ltd. and ITEL Corporation dated as of December 19, 1978.

13. Opinions of Counsel regarding May 22, 1979 Transaction.

- (a) The opinion of Messrs. Chapman and Cutler, special counsel for the Lenders, responsive to Section 4.1(c) of the Participation Agreement.
- (b) The opinion of Robert L. Gowdy, Esq., counsel for the Lessee, responsive to Section 4.1(c) of the Participation Agreement.
- (c) The opinion of Messrs. Blake, Cassels & Graydon, counsel for the Manufacturer, responsive to Section 4.1(c) of the Participation Agreement.
- (d) The opinion of Warren M. Green, Esq., counsel for ITEL, responsive to Section 4.1(c) of the Participation Agreement.
- (e) The opinion of Messrs. Thompson & Mitchell, counsel for the Trustee, responsive to Section 4.1(c) of the Participation Agreement.
- (f) The opinion of Peter Leiter, Esq., counsel for the Trustor, responsive to Section 4.1(c) of the Participation Agreement.

14. Opinions of Counsel regarding June 15, 1979 Transaction.

- (a) The opinion of Messrs. Chapman and Cutler, special counsel for the Lenders, responsive to Section 4.1(c) of the Participation Agreement.

- (b) The opinion of Robert L. Gowdy, Esq., counsel for the Lessee, responsive to Section 4.1(c) of the Participation Agreement.
- (c) The opinion of Messrs. Blake, Cassels & Graydon, counsel for the Manufacturer, responsive to Section 4.1(c) of the Participation Agreement.
- (d) The opinion of ^{Peter M.C. Choy WKL WPU & KB}~~Warren M. Green~~, Esq., counsel for ITEL, responsive to Section 4.1(c) of the Participation Agreement.
- (e) The opinion of Messrs. Thompson & Mitchell, counsel for the Trustee, responsive to Section 4.1(c) of the Participation Agreement.
- (f) The opinion of Peter Leiter, Esq., counsel for the Trustor, responsive to Section 4.1(c) of the Participation Agreement.

15. Certificates regarding May 22, 1979 Transaction.

- (a) The Certificate of the Secretary of the Lessee dated as of the First Deposit Date with respect to the Charter, By-Laws, corporate authorization and incumbency and signatures of signing officers.
- (b) The Certificate of the Secretary of State of Kansas with respect to good standing of the Lessee.
- (c) The Certificate of the Secretary of State of Missouri with respect to good standing of the Lessee.
- (d) The Certificate of the Secretary of the Trustee dated as of the First Deposit Date with respect to the Charter, By-Laws, due authorization and the incumbency and signatures of signing officers.
- (e) The Certificate of the Comptroller of the Currency as to the good standing of the Trustee.
- (f) The Certificate of the Assistant Secretary of the Trustor dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.

- (g) The Certificate of the Assistant Secretary of the Security Trustee, dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.

16. Certificates regarding June 15, 1979 Transaction.

- (a) The Certificate of the Secretary of the Lessee dated as of the First Deposit Date with respect to the Charter, By-Laws, corporate authorization and incumbency and signatures of signing officers.
- (b) The Certificate of the Secretary of State of Kansas with respect to good standing of the Lessee.
- (c) The Certificate of the Secretary of State of Missouri with respect to good standing of the Lessee.
- (d) The Certificate of the Secretary of the Trustee dated as of the First Deposit Date with respect to the Charter, By-Laws, due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.
- (e) The Certificate of the Assistant Secretary of the Trustor dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.
- (f) The Certificate of the Assistant Secretary of the Security Trustee, dated as of the First Deposit Date with respect to the due authorization of its acts taken in connection with this transaction and the incumbency and signatures of signing officers.

17. Its beneficial interest in the Equipment, as defined in the Participation Agreements.

Excluding from the foregoing railroad cars bearing identification marks and numbers FLIX 2082, 2145, 2147, 2161, 2010, 2146, 2250, 2262, 2282, 2355, 2357, 2308, 2412, 2213, 2254, 2288, 2337, 2332, 2313, 2487, 2245.

APPENDIX 2
LENDERS

Unum Life Insurance Company, formerly
Union Mutual Life Insurance Co., Union Mutual Stock
Life Insurance Co. of America, and Union Mutual Stock
Life Insurance Co. of New York

Sun Life Assurance Co. of Canada

Sun Life Assurance Co. of Canada, U.S.

Equitable Life Insurance Co. of Iowa

Equitable American Life Insurance Co.

Modern Woodmen of America

Pan-American Life Insurance Co.

Ameritas Life Insurance Co., formerly
Bankers Life Insurance Co. of Nebraska

Knights of Columbus

American United Life Insurance Co.