

DONELAN, CLEARY, WOOD & MASER, P. C.

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2-195A054

RECORDATION NO. 17599-B
FILED 1992

JUL 13 1992 4:22 PM

July 13, 1992

INTERSTATE COMMERCE COMMISSION

Recordation No. 17599-B

\$16.00 filing fee

Dear Mr. Strickland:

On behalf of BOT Financial Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment of Lease ("Assignment").

*File under
17599-B*

The parties to the enclosed Assignment are:

General Electric Capital Corporation - ASSIGNOR
44 Old Ridgebury Road
Danbury, Connecticut 06810

BOT Financial Corporation - ASSIGNEE
125 Summer Street
Boston, Massachusetts 02110

The said Assignment, among other things, acts as an assignment to BOT Financial Corporation of all the right, title and interest of General Electric Capital Corporation as Lessor in, to and under that certain Railcar Lease Agreement dated as of November 1, 1991 recorded with the Interstate Commerce Commission on November 26, 1991, under Recordation No. 17599 and the Assignment should be recorded under the next available letter under Recordation No. 17599 which we believe is -B.

The equipment covered by the instant Assignment is that equipment in the aforesaid Lease.

A short summary of the Assignment to appear in the ICC Index as follows:

"Assignment covers units in Lease"

JUL 13 1 28 PM '92
REGISTRATION UNIT

Counterpart - G. B. [unclear]

DONELAN, CLEARY, WOOD & MASER, P. C.

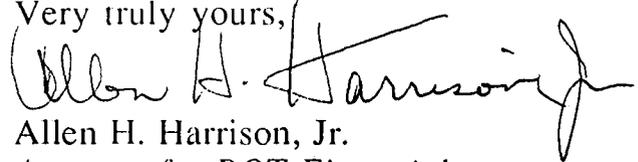
Please index in the "Vendee" Index Book ("white pages") the Assignment, (saying, "See Recordation No. 17599-B), under the name of the Assignee therein, namely under:

BOT Financial Corporation

Enclosed is a check in the amount of sixteen dollars (\$16.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the document not required for filing purposes, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,



Allen H. Harrison, Jr.

*Attorney for BOT Financial
Corporation for the purpose of
this filing*

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

7/13/92

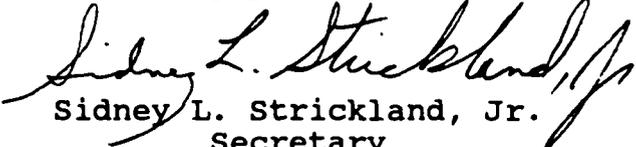
OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Donelan, Cleary, Wood & Maser, PC
1275 K Street, NW
Ste. 850
Washington, DC 20005-4078

Dear Sirs:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 7/13/92 at 1:30PM, and assigned recordation number(s). 17599 B, 17659-B and 17700-A.

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

17599-13

RECORDATION NO. 17599-13 FILED 1992

JUL 13 1992 1:30 PM

ASSIGNMENT OF LEASE INTERSTATE COMMERCE COMMISSION

This Assignment of Lease ("Assignment"), dated as of July 13, 1992, is by and between General Electric Capital Corporation, a corporation of the State of New York, with an address at 44 Old Ridgebury Road, Danbury, Connecticut 06810 ("Assignor") and BOT Financial Corporation, a corporation of the Commonwealth of Massachusetts, with an address at 125 Summer Street, Boston, Massachusetts 02110.

WITNESSETH:

WHEREAS, by that certain Bill of Sale and Assignment, executed July 22, 1986 and recorded December 18, 1986 with the Interstate Commerce Commission ("ICC"), under Recordation No. 10510-D, NEMLC Leasing Associates No. 1, a Massachusetts limited partnership ("NEMLC No.1"), did purchase one hundred and twenty-five (125) 4,750 cubic feet Covered Hopper Cars, which included the forty-nine (49) subject to the instant Assignment ("Paducah Cars"), from certain Owner Trustees; and

WHEREAS, by that certain Railcar Lease Agreement, dated as of November 1, 1988 (the "Paducah Lease"), and recorded December 9, 1988 with the ICC, under Recordation No. 10510-I, NEMLC No.1 did lease the Paducah Cars mentioned above, to Paducah & Louisville Railway, Inc., a Kentucky corporation ("Paducah"); and

WHEREAS, pursuant to that certain unrecorded Assignment and Assumption Agreement, dated as of July 12, 1991, NEMLC No. 1 assigned to New Bank of New England, N.A. ("New BNENA") all of its right, title and interest in, to and under the Paducah Cars and the aforesaid Paducah Lease and likewise as to that certain unrecorded Agency and Management Agreement, dated as of November 1, 1988 (the "Paducah Car Management Agreement"), between NEMLC No. 1 and Helm Financial Corporation ("Helm"); and

WHEREAS, the Comptroller of the Currency appointed, effective July 13, 1991, the Federal Deposit Insurance Corporation as Receiver of New BNENA (the "Receiver"); and

WHEREAS, the Receiver executed a Termination of Lease dated as of December 19, 1991 in respect of the Paducah Agreement, which was recorded with the ICC on December 23, 1991 under Recordation No. 10510-N; and

WHEREAS, Receiver by that certain Railroad Lease Agreement, dated as of November 1, 1991 (the "New Paducah Lease"), and recorded November 26, 1991 with the ICC under Recordation No. 17599, did lease anew the Paducah Cars to Paducah and also did enter into an Agency and Management Agreement, dated as of November 1, 1991, with Helm (the "New Paducah Car Management Agreement"); and

WHEREAS, by that certain unrecorded Asset Purchase Agreement and Bill of Sale, dated as of September 30, 1991, Assignor acquired,

among other things, the Paducah Cars remaining in the said Paducah Lease, from Receiver, subject to a Delayed Closing predicated upon the rail cars being located in certain states; and

WHEREAS, the Delayed Closing took place in accordance with the terms of the aforesaid Asset Purchase Agreement; and

WHEREAS, by that certain Assignment of Lease dated as of December 19, 1991, recorded December 23, 1991 with the ICC under Recordation No. 17599-A, Receiver assigned to Assignor the New Paducah Lease and the New Paducah Car Management Agreement; and

WHEREAS, by an unrecorded amended and restated Letter Agreement dated July 2, 1992 (the "Letter Agreement"), Assignor agreed to sell, assign and transfer all of its right, title and interest in, to and under the Paducah Cars, the New Paducah Lease and the New Paducah Car Management Agreement to Assignee, predicated upon the occurrence of certain preconditions set forth in the said Letter Agreement; and

WHEREAS, all of said preconditions as provided in the Letter Agreement have been performed and met, or waived by the party or parties entitled to the benefit thereof, and the parties intend to carry out the purpose of the Letter Agreement by the execution and delivery of this Assignment evidencing the assignment to Buyer of the right, title and interest in, to and under the New Paducah Lease and the New Paducah Car Management Agreement; and

WHEREAS, Assignor has executed and delivered a bill of sale to Assignee in respect, among other things, of the Paducah Cars (the "Paducah Car Bill of Sale");

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers and sets over to and unto the Assignee all of Assignor's right, title and interest, including, without limitation, claims and remedies, in to and under the aforesaid New Paducah Lease and the aforesaid New Paducah Car Management Agreement and all related instruments and documents (the "Paducah Car Documents"), and Assignee hereby assumes all liabilities and obligations of Assignor under the aforesaid Paducah Car Documents, the Paducah Car Documents covered in this Assignment relating to the cars identified in ANNEX A attached to New Paducah Lease.

2. This Assignment shall be governed by the internal laws and decisions (as opposed to conflicts of law provisions) of the State of New York; provided, however, that the parties shall be entitled to all the rights conferred by 49 U.S.C. § 11303.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names, by officers thereof duly authorized, all as of the date first written above.

GENERAL ELECTRIC CAPITAL CORPORATION

BOT FINANCIAL CORPORATION

By: James R Newman
Name: James R. Newman
Title: Credit Manager
Date: July 10, 1992

By: David A Meehan
Name: David A. Meehan
Title: Senior Vice President
Date: July 10, 1992

