

RECORDATION NO. 13390-E

ALVORD AND ALVORD

ATTORNEYS AT LAW

918 SIXTEENTH STREET, N.W.

SUITE 200

WASHINGTON, D.C.

20006-2973

(202) 393-2266

FAX (202) 393-2156

JUN 22 '98

2-15 PM

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

June 22, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of an Assignment and Assumption Agreement, dated as of June 22, 1998, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Railroad Equipment Lease Agreement (and the renewal thereof) which was previously filed under Recordation Number 13390

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

Assignor: General Electric Capital Corporation
44 Old Ridgebury Road
Danbury, CT 06810-5105

Assignee: NorRail, Inc
308 12th Avenue South
Buffalo, MN 55313

A description of the railroad equipment covered by the enclosed documents is:

ninety-eight (98) boxcars bearing BAR reporting marks and road numbers 8900 through 8999 (excluding 8943 and 8987).

Copy to file - file

Vertical stamps and markings on the right side of the page, including "JUN 22 1998" and "2-15 PM".

Mr. Vernon A. Williams
June 22, 1998
Page 2

Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed documents to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

OFFICE OF THE SECRETARY

DATE: 6/22/98

Robert W. Alvord
Alvord and Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

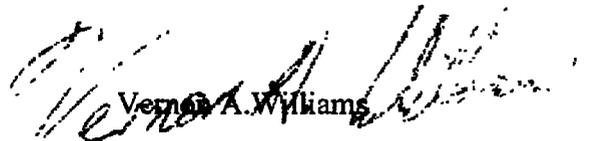
Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301

and 49 CFR 1177.3(c), on 6/22/98 at 2:15PM, and

assigned recordation number(s). 13390-E.

Sincerely Yours,



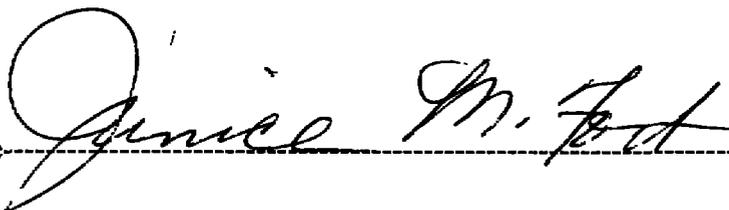
Vernon A. Williams

Enclosure(s)

26.00

\$-----The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature



Janice M. Ford

Exhibit B to
Assignment Agreement
FILED
RECORDATION
13390
2-15 PM
JUN 22 '98

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Assignment") entered into by and between GENERAL ELECTRIC CAPITAL CORPORATION ("Assignor"), successor in interest to XEROX CREDIT CORPORATION, a Delaware corporation, in turn successor by merger to Xerox Equity, Inc. and NorRail, Inc., a Minnesota corporation ("Assignee"), is dated the ___ day of June, 1998.

WHEREAS, by a Railroad Equipment Lease Agreement dated as of December 21, 1981 between Xerox Equity, Inc., as lessor, and Bangor and Aroostock Railroad Company, as lessee ("Lessee"), which has been recorded with the Interstate Commerce Commission, predecessor agency to the Surface Transportation Board (the "STB"), as shown on the attached Schedule 1 (and all related and ancillary documents, guaranties and agreements collectively the "Lease"), Lessor agreed to lease and Lessee agreed to take on lease certain equipment described on the attached Schedule 1 (the "Equipment"), on the terms and subject to the conditions contained therein;

WHEREAS, Xerox Credit Corporation succeeded by merger to the interest of Xerox Equity, Inc., in the Lease and Equipment and subsequently Xerox Credit Corporation assigned its interest therein to Assignor;

WHEREAS, Assignor entered into a Lease Renewal Agreement dated as of November 26, 1997 whereby the Lease was extended for a period of 12 months until December 15, 1998.

WHEREAS, pursuant to the Assignment Agreement dated as of ~~May 15~~ ^{May 15}, 1998, between Assignor, as seller, and Assignee, as purchaser, Assignor has agreed to assign to Assignee Assignor's right, title and interest in and to the Equipment and its rights, interests, duties, obligations and liabilities as lessor in, to and under the Lease; and

WHEREAS, Assignee desires to accept the assignment of all of Assignor's rights, title and interest in and to the Equipment and its rights, interests, duties, obligations and liabilities as lessor under the Lease as if the Assignee had executed the Lease, effective from and after the date hereof.

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Equipment Description. The Equipment described on Schedule 1 hereto.
2. Assignment of Lessor's Interest. Effective on the date hereof, Assignor hereby assigns, transfers and conveys to the Assignee (i) all of Assignor's rights, title and interest in and to the Equipment, and (ii) all of Assignor's rights, interests, duties, obligations and liabilities as Lessor in, to and under the Lease, except for Assignor's rights to indemnity payments from Lessee and to proceeds from public liability insurance with respect to the period while Assignor was Lessor.
3. Assumption of Lessor's Interest. Assignee hereby accepts the assignment contained in Section 2 hereof and assumes all of the duties, obligations and liabilities of Assignor as Lessor in, to and under the Lease, effective from and after the date hereof to the same extent as if the Assignee had executed the Lease. Assignee hereby agrees to be bound by the terms and provisions of the Lease and accepts all of Assignor's rights, interests, duties, obligations and liabilities as Lessor thereunder, effective from and after the date hereof.
4. References to Lessor. Each and every reference in the Lease to "Lessor" shall be deemed to refer to Assignee.
5. Governing Law. This Assignment is being delivered in the state of New York. This Assignment shall in all respects to be governed by, and construed in accordance with, the internal substantive laws of the state of New York, including all matters of construction, validity or interpretation of this Assignment.
6. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed on original, and all such counterparts shall constitute one and the same instrument.

7. Binding Nature. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

8. Power of Attorney. In the furtherance of the within assignment, Assignor hereby constitutes and appoints Assignee, and its successors and assigns, the true and lawful attorneys of Assignor, with full power of substitution, in the name of Assignor but on behalf of and for the benefit of and at the expense of Assignee, to collect for the account of Assignee all items sold, transferred or assigned to Assignee pursuant hereto; to institute and prosecute, in the name of Assignor or otherwise, but at the expense of Assignee, all proceedings that Assignee may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of Assignee any and all actions suits or proceedings as to Assignee's interest in any of the property acquired by Assignee; and to do all such acts and things in relation thereto at the expense of Assignee as Assignee shall deem advisable. Assignor hereby acknowledges that this appointment is coupled with an interest and is irrevocable by Assignor in any manner or for any reason.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first set forth above.

Assignee:
NORRAIL, INC.

Assignor:
GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]

By: [Signature]

Name: BRADLEY C. GUSTAD

Name: Joseph Mazzoni

Its: V.P. & General Counsel

Its: Portfolio Manager

**CORPORATE FORM OF ACKNOWLEDGMENT
PURSUANT TO 49 CFR SECTION 1177.3**

State of Minnesota
County of Wright

ss:

On this 16th day of June, 1998 before me personally appeared Bradley C. Gustad to me personally known, who being by me duly sworn, says that (s)he is the VP & General Counsel of NorRail, Inc, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

[Signature]
Signature of Notary Public

(Seal) My Commission Expires: 1-31-2000



CORPORATE FORM OF ACKNOWLEDGMENT
PURSUANT TO 49 CFR SECTION 1177.3

State of Connecticut

County of Hartford

ss:

On this 15th day of ~~May~~ ^{June}, 1998 before me personally appeared Joseph P. Tilley to me personally known, who being by me duly sworn, says that (s)he is the President of General Electric Capital Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Deborah L. White
Signature of Notary Public

(Seal) My Commission Expires: 10-31-98

DEBORAH L. WHITE
NOTARY PUBLIC
MY COMMISSION EXPIRES OCT. 31, 1998

SCHEDULE 1

1. Equipment
100 50-foot 70-ton XM Boxcars bearing marks and numbers BAR 8900-8999 (inclusive),
except for BAR 8943 and 8987
2. Conveyances:

<u>Document</u>	<u>Recorded</u>	<u>Recordation No.</u>
Railroad Equipment Lease Agreement	12/30/81	13390
Reconstruction Agreement	12/30/81	13390-A
Amendment to Schedule A to Reconstruction Agreement	09/14/83	13390-B
Assignment and Assumption Agreement	12/29/92	13390-C
Memorandum of Lease Renewal	05/ <u>13</u> /98	13390-D