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

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

OF COUNSEL
URBAN A. LESTER

RECORDATION NO. 13877-E FILED 1425

DEC 27 1994 -11 50 AM

INTERSTATE COMMERCE COMMISSION

December 22, 1994

Original

Counterparts - 1

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303(a) are two copies of an Assignment and Assumption Agreement, dated as of December 16, 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 and secondary documents related thereto which were duly filed with the Commission under one of the following Recordation Numbers 10904, 11866, 13877, 14812.

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

Seller/Assignor: BNY Capital Resources Corporation
BNY Leasing Corporation
48 Wall Street
New York, New York 10015

Buyer/Assignee: USL Capital Corporation
733 Front Street
San Francisco, California 94111

A description of the railroad equipment covered by the enclosed document is set forth on Schedule 4 attached to the Agreement.

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 one stamped copy of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

RECORDATION NO. 13877-E FILED 1986

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District of Columbia : SS

I, ROBERT W. ALVORD, being duly sworn, do hereby certify that the "Assignment and Assumption Agreement," dated as of December 16, 1994 between BNY Capital Resources Corporation and BNY Leasing Corporation, Sellers, and USL Capital Corporation, Rail Services, Buyer, consisting of six (6) pages, is a true and complete copy of the original thereof.

ROBERT W. ALVORD

Subscribe and sworn to before me this 27th day of December, 1994.

NOTARY PUBLIC

My Commission expires:

RECORDATION NO. 13877-E
DEC 27 1994 11 50 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 1994 (this "Agreement") between BNY CAPITAL RESOURCES CORPORATION, a New York corporation and BNY LEASING CORPORATION, a New York corporation (collectively referred to as "Seller") and USL CAPITAL CORPORATION, RAIL SERVICES a Delaware corporation ("Buyer").

W I T N E S S E T H :

WHEREAS, Seller and Buyer are parties to a certain Asset Purchase Agreement dated as of December 16, 1994 (the "Purchase Agreement");

WHEREAS, the Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption agreement substantially in the form hereof to effect the sale of the Owned Railcars, the Trust Estate and the Seller's interest in the Operative Documents (capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in Article 1 of the Purchase Agreement) contemplated hereby and by the Purchase Agreement; and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, all of Seller's right, title and interest in and to the Owned Railcars, the Trust Estate (as set forth on Schedule 1 hereto) and the Operative Documents on the terms and conditions, and subject to the limitations and exclusions, set forth herein and in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Sale and Assignment. (a) Seller does hereby assign, transfer, sell and convey unto Buyer all of Seller's right, title and interest in and to the Owned Railcars, the Trust Estate and the Operative Documents (collectively, the "Assets"), subject to Section 3 hereof.

(b) EXCEPT AS OTHERWISE PROVIDED HEREIN OR IN THE PURCHASE AGREEMENT, THE SALE OF THE ASSETS IS MADE "AS IS, WHERE IS," AND NEITHER SELLER NOR ANY OF ITS AFFILIATES HAVE MADE OR SHALL BE DEEMED TO HAVE MADE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, NOW OR HEREAFTER AS TO (a) THE VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF ANY ASSETS OR AGAINST INFRINGEMENT OF ANY PATENT

OR COPYRIGHT OR THE LIKE OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE ASSETS, (b) THE CREDITWORTHINESS OF THE LESSEE, (c) THE ADEQUACY OF ANY INSURANCE COVERAGE APPLICABLE TO THE ASSETS, (d) THE COLLECTIBILITY OF ANY AMOUNT UNDER ANY OPERATIVE DOCUMENT OR (e) CONCLUSIONS OF LAW AS TO (AS DISTINCT FROM FACTS THAT MAY RELATE TO) THE TAX CHARACTERIZATION OF THE LEASE.

SECTION 2. Assumption. (a) Buyer hereby assumes all of the duties and obligations of Seller under the Operative Documents on and from the date hereof including, without limitation, the nonrecourse debt outstanding under the Conditional Sale Agreements on the date hereof, in the aggregate amount $9,024,000. Buyer (i) confirms that it has the requisite corporate power and authority to enter into and carry out the transactions contemplated by the Operative Documents and (ii) agrees that it shall be bound by all the terms of, and shall undertake all the obligations of the Seller contained in, the Operative Documents on or subsequent to the date hereof.

(b) Nothing herein, in the Purchase Agreement or elsewhere is, or is to be construed as guarantee by the Buyer of the indebtedness represented by the Conditional Sale Agreement.

SECTION 3. Reserved Rights. (a) Buyer and Seller recognize and agree that Seller will continue to be entitled to all benefits accrued to, and all rights vested in, the Seller pursuant to any and all Operative Documents in respect of the period prior to the Closing Date, including, without limitation, all rights to indemnification in respect of tax and other matters; provided that Seller shall continue to be liable for, and agrees to hold Buyer harmless on an after-tax basis from and against, any payment obligations of the Seller (or any person claiming by, through or under it) pursuant to the Operative Documents relating to the period prior to the Closing Date. Seller shall retain all accrued benefits and vested rights, all benefits and/or rights which are due and payable prior to the Closing Date, provided that Buyer shall be liable for, and agrees to hold Seller harmless on an after-tax basis from and against any Losses, liabilities or payment obligations of the Buyer (or any person claiming by, through or under it) pursuant to the Operative Documents, relating to events occurring on or after the Closing Date. Buyer agrees that, in all matters relating to any such rights, it shall act in a manner consistent with, and not in derogation of, any rights of Seller retained under any Operative Documents. Without limiting the generality of the foregoing, Seller and Buyer agree to take all action reasonably necessary to facilitate the realization by both of their respective rights under each Operative Document.

(b) If Buyer shall receive any amount relating to any Operative Document or any of the transactions contemplated hereby to which Seller is entitled with respect to the period prior to the Closing Date ("Prior Claims"), it shall promptly remit such amount to Seller (together with, to the extent not paid over within ten (10) business days, interest at the then applicable average rate for federal funds from the date of receipt by Buyer to the date of payment to Seller) and until so delivered any such amount received by Buyer shall be received and held in trust by Buyer for the benefit of Seller. If Seller shall receive any amount relating to any Operative Document or any of the transactions contemplated thereby (other than any amount received in respect of a Prior Claim), Seller shall promptly remit such amount to Buyer (together with, to the extent not paid over within ten (10) business days, interest at the then applicable average rate for federal funds from the date of receipt by Seller to the date of payment to Buyer), and until so delivered any such amount received by Seller shall be received and held in trust by Seller for the benefit of Buyer.

SECTION 4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns.

SECTION 5. Governing Law. THIS AGREEMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE IN SUCH STATE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT GIVING EFFECT TO PRINCIPLES RELATING TO CONFLICTS OF LAW.

SECTION 6. Counterparts; Effective Date. This Agreement may be executed by the parties as hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. This Agreement shall become effective as of the later of the dates set forth below under the signatures of the officers of the parties hereto on the execution page hereof.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year set forth below under the signatures of their respective officers.

SELLER: BNY CAPITAL RESOURCES CORPORATION

By: Schuyler A. Kellogg
Name: Schuyler A. Kellogg
Title: Vice President

Dated: December 16 1994

BNY LEASING CORPORATION

By: _____
Name: _____
Title: _____

Dated: December ___, 1994

STATE OF Colorado)
) **ss.**
COUNTY OF Arapahoe)

On this 16th day of December, 1994, before me, Diane M Jennahn Notary Public, personally appeared Schuyler A. Kellogg personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Diane M Jennahn
Notary Public

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year set forth below under the signatures of their respective officers.

SELLER: BNY CAPITAL RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

Dated: December 16 1994

BNY LEASING CORPORATION

By: _____
Name: THOMAS E. LICHOLDK
Title: VICE PRES

Dated: December 16, 1994

STATE OF NY)
) ss.
COUNTY OF NY)

On this 16 day of December, 1994, before me, ~~Thomas Licholdik~~ MARIE TORRISI Notary Public, personally appeared THOMAS E LICHOLDK personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

MARIE C. TORRISI
Notary Public, State of New York
No. 41-4659779
Qual. in Manhattan & Queens Cty.
Commission Expires ~~March 30, 1987~~
May 31, 1995

KCA582.doc

BUYER: USL CAPITAL CORPORATION,

By: _____
Name: Richard E. Kohn
Title: Manager, Business Development

Dated: December 16, 1994

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On this 16 day of December, 1994, before me, JACQUELINE Y. WITHERSPOON, Notary Public, personally appeared Richard E. Kohn, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Jacqueline Y. Witherspoon
Notary Public

JACQUELINE Y. WITHERSPOON
COMM. # 1016657
Notary Public — California
SAN FRANCISCO COUNTY
My Comm. Expires FEB 15, 1998

SCHEDULE 4
TO THE ASSET PURCHASE AGREEMENT

List of Owned Railcars

The Detroit Edison Company

Units	Description of Units	Builder	Unit Nos.
545	108 Ton, 4,320 cu. ft. Aluminum bodied-steel underframed, rotary dump, gondola rail cars	Greenville Steel Car Company	DEEX 8101-8710 (except as excluded on Schedule 4.1(a))

Borden, Inc. II

Units	Description of Units	Builder	Unit Nos.
100	100 Ton, 5,701 cu. ft. Covered Hopper Cars	ACF Sales Corporation	BCDX 5000-5099

Solvay America, Inc.

Units	Description of Units	Builder	Unit Nos.
35	100 Ton, CF5701 Center Flow Covered Hopper Cars	The Chesapeake and Ohio Railway Company	ELTX 200-234

Trust Estate

Anheuser-Busch, Inc.

Units	Description of Units	Builder	Unit Nos.
89	100 Ton, 4,750 cu. ft. Covered Hopper Cars	Trinity Industries, Inc.	ABIX 100-199 (except as excluded on Schedule 4.1(b))