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14090-1
OCT 20 1993 - 11 50 AM
INTERSTATE COMMERCE COMMISSION

October 19, 1993

Mr. Sydney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

RE: Senstar Capital Corporation / Western Fuels

Dear Mr. Strickland:

I have enclosed for recordation under 49 U.S. C. § 11303(a) two identical, original Assignment and Assumption Agreements ("Assignments") applicable to each of (i) an Equipment Lease (the "Lease") dated as of June 30, 1993 among Steiner Financial Corporation ("Steiner"), as lessor, and Western Fuels Association, Inc. ("WFA"), as lessee, and (ii) a Security Agreement (the "Security Agreement") between Steiner, as debtor, and National Cooperative Services Corporation, as secured party. (Four Assignments in all). The Assignments transfer Steiner's interests in the Lease and the Security Agreement to Senstar Capital Corporation ("Senstar").

The Assignments are secondary documents that relate to original documents (the Lease and the Security Agreement) which were originally filed at Recordation No. 14090 and 14090-A, respectively, on July 1st, 1983 at 12:50 p.m.

A general description of the 115 4,000 cubic foot flat-bottom gondola railroad cars covered by the enclosed documents and intended for use related to interstate commerce is set forth in Schedule A attached to this letter and made a part hereof.

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

Lessor/Debtor:

Senstar Capital Corporation
One Oxford Centre
Pittsburgh, PA 15219-1413

Handwritten signatures:
Top: [Signature]
Bottom: [Signature]

Mr. Sydney L. Strickland, Jr.
Secretary
October 19, 1993
Page 2

Lessee: Western Fuels Association, Inc.
1625 M. Street, N.W.
Washington, D.C. 20036

Secured Party: National Cooperative Services Corporation
1115 30th Street, N.W.
Washington, DC 20007

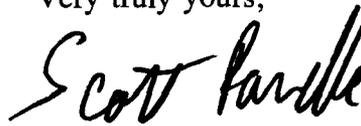
Please return the original and one copy of each of these documents to Scott P. Pavelle, Esquire, counsel to Senstar, at Doepken Keevican Weiss & Medved Professional Corporation, 600 Grant Street, 37th Floor, USX Tower, Pittsburgh, Pennsylvania 15219.

Also enclosed is a check in the amount of \$64 covering the required recording fee.

A short summary of the enclosed documents to appear in the Index follows:

Assignment and Assumption Agreement dated as of October 19, 1993 between Steiner Financial Corporation ("Steiner"), as Seller, and Senstar Capital Corporation ("Senstar"), as Purchaser, assigning all of Steiner's right, title and interest in and to (i) a certain Equipment Lease dated as of June 30, 1993 among Steiner Financial Corporation, as Lessor, and Western Fuels Association, as Lessee, (ii) a certain Security Agreement among Steiner, as debtor, and National Cooperation Services Corporation, as secured party, and (iii) certain related financing documentation. The Equipment Lease and the Security Agreement ultimately concern 115 4,000 cubic foot flat-bottom gondola railroad cars, title to which is also transferred by the Assignment and Assumption Agreement to Senstar.

Very truly yours,


Scott P. Pavelle

SPP/sel
Enclosures

Description of Equipment

First Delivery Date Equipment:

Eighty-four 4,000 cubic foot flat bottom gondola cars, 100-ton nominal capacity, for rotary dumping, bearing numbers WFX 83510 to WFX 83513 (inclusive), WFX 83515, WFX 83517, WFX 83519 to WFX 83530 (inclusive), WFX 83532 to WFX 83534 (inclusive), WFX 83537 to WFX 83547 (inclusive), WFX 83549 to WFX 83553 (inclusive), WFX 83555 to WFX 83557 (inclusive), WFX 83559 to WFX 83560 (inclusive), WFX 83562 to WFX 83567 (inclusive), WFX 83570, WFX 83574, WFX 83576, WFX 83578 to WFX 83587 (inclusive), WFX 83590 to WFX 83592 (inclusive), WFX 86625 to WFX 86639 (inclusive), WFX 83643 to WFX 83647 (inclusive).

Second Delivery Date Equipment:

Thirty-one 4,000 cubic foot flat bottom gondola cars, 100-ton nominal capacity, for rotary dumping, bearing numbers WFX 83594 to WFX 83598 (inclusive), WFX 83600, WFX 83602 to WFX 83608 (inclusive), WFX 83611 to WFX 83614 (inclusive), WFX 83618, WFX 83621 to WFX 83624 (inclusive), WFX 86640 to WFX 86642 (inclusive), WFX 83648 to WFX 83653 (inclusive).

Interstate Commerce Commission

Washington, D.C. 20423

10/20/93

OFFICE OF THE SECRETARY

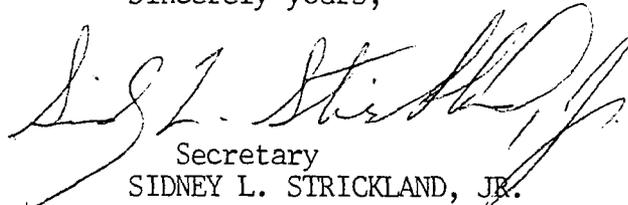
Scott P. Pavelle
Doepken Keevican Weiss & Medved
600 Grant Street
37th Floor USX Tower
Pittsburgh, PA. 15219

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **10/20/93** at **11:50am**, and assigned recordation number(s).

14090-H & 14090-I

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

2/2/94

14090-2
10/19/93 10:00 AM
FILING

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT is entered into as of October 19, 1993 between STEINER FINANCIAL CORPORATION, a Utah corporation ("Seller") and SENSTAR CAPITAL CORPORATION, a Delaware corporation ("Purchaser").

-WITNESSETH-

WHEREAS, Seller and Purchaser are parties to a Purchase Agreement, dated as of October 19, 1993 (the "Purchase Agreement"); and

WHEREAS, the Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption in the form hereof to effect the sale by Seller to Purchaser of all right, title and interest of Seller in and to the Lease Assets referred to below, and the assumption by Purchaser of the obligations of Seller under the Lease Documents referred to below.

NOW, THEREFORE, in consideration of the premises, the payment of Ten Dollars (\$10.00) and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Definitions. Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Participation Agreement dated as of June 30, 1983 among Western Fuels Association, Inc., Steiner Financial Corporation and National Cooperative Services Corporation (the "Participation Agreement").

2. Assignment. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY unto Purchaser, its successors and assigns, all of Seller's right, title and interest in and to the following assets (the "Lease Assets"): (a) the Lease Documents listed on Exhibit A hereto (the "Lease Documents"), and (b) the 115 4,000 cubic foot flat bottom gondola cars which are the subject of the Lease Documents TO HAVE AND TO HOLD THE SAME UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, FOREVER.

Seller, for itself, its successors and assigns, does hereby WARRANT and agree with Purchaser, its successors and assigns, that Seller is the lawful owner of 100% of the Lease Assets and has good right to sell the same to Purchaser, subject to the rights of the other parties to the Lease Documents and their successors and assigns, and Seller, for itself and its successors and assigns, does hereby covenant with Purchaser that Seller will defend the same unto Purchaser, its successors and assigns, against all and every person whomsoever lawfully claiming or laying claim to or making demands in respect of, the same by, through or under Seller (other than lawful claims arising from rights of other parties pursuant to the Lease Documents).

3. Assumption. Purchaser hereby confirms that it shall be deemed a party to the Participation Agreement and the Lease Documents on and after the date hereof, and it agrees to be bound by all of the terms of the Participation Agreement and the Lease Documents and undertakes all of the obligations of the Borrower contained in the Participation Agreement and the Lease Documents accruing or arising on and after the date hereof. Seller shall not be responsible to any person for the discharge or performance of any duty or obligation of the Borrower pursuant to or in connection with the Participation Agreement or the Lease Documents accruing or arising on and after the date hereof.

4. Successors and Assigns. This Assignment and Assumption Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns; provided, that each party shall give notice to the other of any assignment or transfer of all or any part hereof.

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

6. Purchaser Representations. Purchaser represents, warrants and confirms:

(a) Acquisition by Purchaser. Purchaser, as transferee, is acquiring the entire interest of Seller under the Lease Documents;

(b) Institutional Investor. Purchaser, as transferee, is an "institutional investor" within the meaning of Section 3.4(e) of the Participation Agreement in that Purchaser is a finance or leasing company and has net worth of at least \$15,000,000;

(c) Purchaser's Status Following Transfer. Upon the transfer of the Lease Assets to Purchaser, Purchaser shall: (i) be deemed a party to the Participation Agreement and the Lease Documents to which Borrower is a party, (ii) be bound by all of the terms of the Participation Agreement and the Lease Documents applicable to Borrower and (iii) undertake all the obligations of the Borrower under the Participation Agreement and the Lease Documents;

(d) Purchaser's Organization and Authority. The Purchaser (i) is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, and is duly authorized to do business and is qualified to do business and is in good standing in the State of Pennsylvania and in all other states where the character of Purchaser's business makes such qualification necessary and where the failure to so qualify could materially adversely affect Purchaser's ability to conduct its business, as presently conducted, or its rights

or obligations under any of the Lease Documents, (ii) has its principal place of business in Pittsburgh, Pennsylvania and (iii) has full right, power and authority to enter into and perform the Lease Documents to which it is a party, and the performance or observance by the Purchaser of any of its obligations hereunder or thereunder is not inconsistent with any provision of its Articles of Incorporation or Bylaws, and does not violate any provisions of any law or any order of any court or governmental agency, and will not conflict with, or result in any breach of any of the provisions of, or constitute a default under, or result in the creation of any lien upon any property of, the Purchaser or of any indenture, mortgage, loan or credit agreement or other instrument to which the Purchaser is a party or by which it or its property is bound.

(e) Enforceability. Upon the transfer of the Lease Assets to Purchaser, the Lease Documents and the Notes to which the Purchaser is a party (and assuming due authorization, execution and delivery by the other parties thereto) will constitute the legal, valid and binding agreements and obligations of the Purchaser enforceable in accordance with their respective terms, except as such terms may be limited by bankruptcy, insolvency or similar laws and equitable principles affecting the enforcement of creditors' rights generally.

(f) Pending Litigation. There are no proceedings pending, or to the knowledge of the Purchaser threatened against or affecting the Purchaser in any court or before any governmental authority or arbitration board or tribunal which, if adversely determined, would materially and adversely affect the ability of the Purchaser to assume and perform Seller's obligations under the Lease Documents to which it will be a party.

(g) Title to the Units. The Units are free and clear of any liens or encumbrances which result from claims against the Purchaser not related to the ownership of the Units or the administration of the Units under the Lease Documents. The Purchaser has not by affirmative act conveyed title to the Units to any Person or subjected the Units to any lien or encumbrance other than Permitted Encumbrances and the security interest granted pursuant to the Security Agreement.

(h) No Defaults. To the knowledge of the Purchaser, no Event of Default or event which with the passing of time or the giving of notice, or both, would constitute an Event of Default under any of the Lease Documents has occurred and is continuing. The Purchaser is not in violation in any material respect of any term of any of the Lease Documents or the Notes.

(i) Governmental Consent. No approval, consent or withholding of objection on the part of, or filing, registration or qualification with, any governmental body, federal, state and local, is necessary as a condition to the lawful execution and delivery by the Purchaser of this Agreement, or for the performance by Purchaser of this Agreement or the Lease Documents to which it is a party.

(j) Investment Intent. Purchaser has invested in the Units and the Lease Documents for investment purposes only and with no present intent to resell such Units.

(k) Private Offering. Neither the Purchaser nor any person authorized or employed by the Purchaser as agent or otherwise in connection with the placement of the Notes for sale to, or solicited offers to buy from, or otherwise approached or negotiated with respect thereto with any prospective purchaser other than the Note Purchaser.

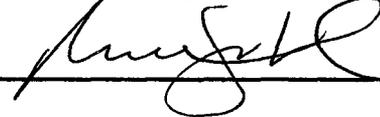
7. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Pennsylvania.

8. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

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

SELLER:

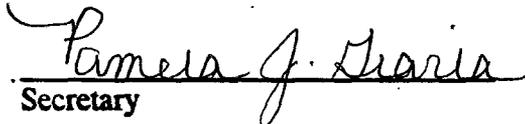
STEINER FINANCIAL CORPORATION

By: 

Name: Richard J. Uhl

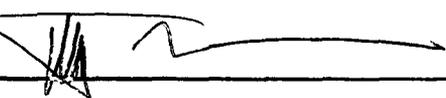
Title: President

Attest:


Secretary

PURCHASER:

SENSTAR CAPITAL CORPORATION

By: 

Name: K.J. Tucker

Title: VP

Attest:

Secretary

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

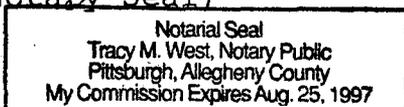
On this 19th day of October, in the year 1993, before the undersigned, a Notary Public in and for the State of Pennsylvania, personally appeared Richard J. Uhl, known to me (or proved to me on the basis of satisfactory evidence) to be President of STEINER FINANCIAL CORPORATION and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

My Commission Expires:

August 25, 1997
(Notary Seal)

Tracy M. West
Notary Public



Member, Pennsylvania Association of Notaries

STATE OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

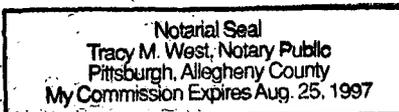
On this 19th day of October, in the year 1993, before the undersigned, a Notary Public in and for the State of Pennsylvania, personally appeared Keith Tucker, known to me (or proved to me on the basis of satisfactory evidence) to be Vice President of SENSTAR CAPITAL CORPORATION and known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

My Commission Expires:

August 25, 1997
(Notary Seal)

Tracy M. West
Notary Public



Member, Pennsylvania Association of Notaries

EXHIBIT A

Western Fuels Association, Inc. I
Documents List

1. PARTICIPATION AGREEMENT dated as of June 30, 1983 among Western Fuels Association, Inc. ("Lessee"); Steiner Financial Corporation, as Borrower ("SFC") and National Cooperative Services Corporation ("Note Purchaser")
2. EQUIPMENT LEASE dated as of June 30, 1983 between SFC as lessor and Lessee as lessee
3. AMENDMENT AGREEMENT dated as of December 1, 1983 among SFC, Lessee and Note Purchaser
4. AMENDMENT AGREEMENT dated as of August 30, 1988 among SFC, Lessee and Note Purchaser
5. THIRD AMENDMENT AGREEMENT dated as of April 10, 1989 between SFC, Lessee and Note Purchaser
6. CERTIFICATE OF ACCEPTANCE UNDER EQUIPMENT LEASE dated June 30, 1983 from Lessee to SFC (re 84 items)
7. INVOICE NO. 17323 dated June 30, 1983 from Ortner Freight Car Company to SFC (re 84 items)
8. CERTIFICATE OF ACCEPTANCE UNDER EQUIPMENT LEASE dated August 10, 1983 (re 31 items)
9. INVOICE NO. 17385 dated August 10, 1983 from Ortner Freight Car Company to SFC (re 31 items)
10. NOTE POWER dated December 30, 1983 from Note Purchaser to Knights of Columbus ("Knights") (re \$1,616,050.03 Note)
11. 13.472% NON-RECOURSE PROMISSORY NOTE in the amount of \$1,616,050.03 dated December 30, 1983 from SFC as borrower to Note Purchaser as lender
12. NOTE POWER dated December 30, 1983 from Note Purchaser to Knights (re \$668,099.89 Note)

13. 13.472% NON-RECOURSE PROMISSORY NOTE in the amount of \$668,099.89 dated December 30, 1983 from SFC as borrower to Note Purchaser as lender
14. SECURITY AGREEMENT dated as of June 30, 1983 from SFC as debtor to Note Purchaser as secured party
15. SFC MEMO dated January 13, 1986 regarding the Promissory Notes
16. NOTE PURCHASE AGREEMENT dated as of December 1, 1983 among National Cooperative Services Corporation as Borrower, National Rural Utilities Cooperative Finance Corporation ("Guarantor") and Knights of Columbus
17. 13 1/4% SECURED GUARANTEED NOTE DUE DECEMBER 1, 2008 in the amount of \$2,284,149.92 dated December 30, 1983 from National Cooperative Services Corporation as borrower and Knights of Columbus
18. 13 1/4% Unsecured Guaranteed Note due December 1, 2008 in the amount of \$253,794.43 dated December 30, 1983 from National Cooperative Services Corporation as borrower and Knights of Columbus
19. GUARANTEE dated as of December 1, 1983 by Guarantor to Knights as beneficiary
20. PLEDGE AGREEMENT dated as of December 1, 1983 between Note Purchaser as Pledgor and Knights as Pledgee
21. ACKNOWLEDGMENT OF PLEDGE AGREEMENT by Lessee dated December, 1983, acknowledged by SFC
- 21A. AMENDED AND RESTATED MEMBER COAL PURCHASE CONTRACT between Western Fuels Association, Inc. and Sunflower Electric Coop., Inc.
22. LESSEE OPINION OF COUNSEL dated August 10, 1983 given by Doherty, Rumble & Butler
23. LESSEE OPINION OF COUNSEL dated August 10, 1983 given by Covington & Burling
24. SUNFLOWER ELECTRIC COOPERATIVE, INC. ("SUNFLOWER") LETTER dated August 10, 1983 regarding representations and warranties
25. SUNFLOWER OPINION OF COUNSEL dated August 10, 1983 given by Diets, Hardman, Watkins & Calcara

26. LESSEE OPINION OF COUNSEL dated July 1, 1983 given by Covington & Burling
27. LESSEE OPINION OF COUNSEL dated June 30, 1983 given by Doherty, Rumble & Butler
28. SUNFLOWER OPINION OF COUNSEL dated June 29, 1983 given by Diets, hardman, Watkins & Calcara
29. KNIGHTS OPINION OF COUNSEL dated December 30, 1983 given by Cravath, Swaine & Moore
30. LESSEE OPINION OF COUNSEL dated December 30, 1983 given by Doherty, Rumble & Butler
31. CERTIFICATE OF LESSEE dated December 30, 1983
32. SUNFLOWER LETTER dated July 28, 1983 regarding representations and warranties
33. BILL OF SALE dated August 10, 1983
34. BILL OF SALE dated June 30, 1983
35. LESSEE'S RESOLUTIONS
36. WFA GOOD STANDING CERTIFICATE
37. LESSEE'S VICE SECRETARY'S CERTIFICATE
38. SFC OPINIONS OF COUNSEL dated December 30, 1983, June 30, 1983 and August 10, 1983 given by Manwell & Wes
39. SFC INCUMBENCY CERTIFICATE
40. SFC CERTIFICATES dated June 30, 1983
41. SFC OFFICER'S CERTIFICATE dated June 30, 1983
42. SFC CERTIFICATE dated August 10, 1983
43. SFC CERTIFICATE dated December 29, 1983
44. SFC SECRETARY'S CERTIFICATE dated June 30, 1983

45. PURCHASE ORDER ASSIGNMENT dated as of June 30, 1983 between SFC and Lessee
46. ACKNOWLEDGMENT OF ASSIGNMENT dated June 30, 1983 by Lessee
47. ACKNOWLEDGMENT OF ASSIGNMENT dated June 30, 1983 by Sunflower
48. CONSENT AND AGREEMENT dated June 30, 1983 by Ortner Freight Car Company
49. GUARANTOR'S CERTIFICATE, OPINION OF COUNSEL
50. BORROWER'S CERTIFICATE, OPINION OF COUNSEL
51. LEASE PROPOSAL DOCUMENTS AND MEMORANDA (See Binder)
52. CORRESPONDENCE numbered 1 through 237 (including (i) Coal Purchase Contract dated November 13, 1979 between Lessee and Sunflower (See binder)
53. CORRESPONDENCE numbered 238 through 283 (See Binder)
54. CURRENT CORRESPONDENCE (See Binder)
55. CASUALTY/REPLACEMENT CORRESPONDENCE FILE (See Binder)