

SIMPSON THACHER & BARTLETT

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

0100351063

LONDON  
HONG KONG  
TOKYO  
COLUMBUS

WRITER'S DIRECT DIAL NUMBER

(212) 455-2618

TELECOPIER: 455-2502  
TELEX: 129158

RECORDATION NO. 11945 FILED 1425

AUG 31 1994 - 2 40 PM

INTERSTATE COMMERCE COMMISSION

August 19, 1994

BY HAND

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Room 2215  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

RECEIVED  
OFFICE OF THE  
SECRETARY  
Aug 31 2 33 PM '94  
LICENSING BRANCH

Dear Mr. Strickland:

On behalf of Texas Commerce Trust Company of New York (as Owner Trustee under a Trust Agreement with General Electric Capital Corporation, as Owner Participant), I have enclosed two originals of the document described below, to be filed and recorded pursuant to Section 11303 of title 49 of the United States Code. It relates to the railroad rolling stock identified below.

This document is an Assignment Agreement, a secondary document, dated June 15, 1994, between Society Trust Company of New York (formerly known as Ameritrust Company of New York), a New York chartered trust company and Texas Commerce Trust Company, a New York chartered trust company.

The primary document to which this Assignment Agreement is connected is a Conditional Sale Agreement, dated as of May 15, 1980, between New England

The Hon. Sidney L. Strickland

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August 19, 1994

Merchants Leasing Corporation B-7, as Vendee, and Trinity Industries, Inc. under Recordation No. 11945. Accordingly, it is requested that this document be given the next available letter designation under Recordation No. 11945.

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

Assignor:

Society Trust Company of New York  
(formerly known as Ameritrust Company  
of New York)  
5 Hanover Square  
New York, New York 10007

Assignee:

Texas Commerce Trust Company of  
New York  
80 Broad Street  
Suite 400  
New York, New York 10004

Please file and record the document with indexing under the foregoing names.

A description of the equipment covered by the document follows:

Railroad rolling stock identified in Annex B of the primary document, as the same may have been restated, amended or supplemented.

A fee of \$16.00 is enclosed for the recordation. Please return any originals not needed by the Commission for recordation to me at the address listed above.

The Hon. Sidney L. Strickland

-3-

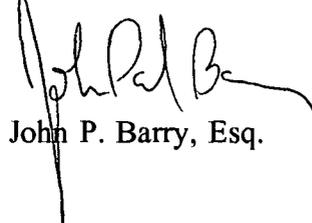
August 19, 1994

A short summary of the document to appear in the index follows:

Assignment Agreement, dated June 15, 1994,  
covering the railroad rolling stock identified in  
Annex B of the primary document, as the same may  
have been restated, amended or supplemented.

Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink, appearing to read "John P. Barry". The signature is written in a cursive style with a long horizontal stroke extending to the right.

John P. Barry, Esq.

Enclosure

SIMPSON THACHER & BARTLETT

A PARTNERSHIP WHICH INCLUDES PROFESSIONAL CORPORATIONS

425 LEXINGTON AVENUE  
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HONG KONG  
TOKYO  
COLUMBUS

WRITER'S DIRECT DIAL NUMBER

(212) 455-2618

BY HAND

August 30, 1994

The Honorable Sidney L. Strickland, Jr.  
Secretary  
Interstate Commerce Commission  
Room 2215  
12th Street & Constitution Avenue, N.W.  
Washington, D.C. 20423

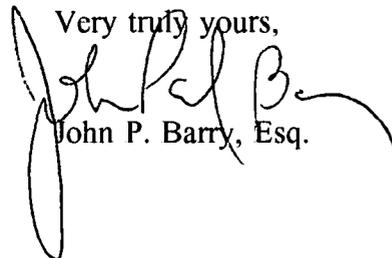
Dear Mr. Strickland:

I refer to my letter to you dated August 19, 1994, which requested that you make a filing on behalf of Texas Commerce Trust Company of New York (as Owner Trustee under a Trust Agreement with General Electric Capital Corporation, as Owner Participant). You have informed me that the filing fee for such filing has been increased to \$18. The letter enclosed a check for \$16, therefore I am enclosing an additional check for \$2.00 in payment of the increased filing fee.

Please make the filing as requested in my original letter.

Thank you for your assistance.

Very truly yours,



John P. Barry, Esq.

Enclosure

**Interstate Commerce Commission**

**Washington, D.C. 20423**

**8/1/94**

**OFFICE OF THE SECRETARY**

**John P Barry, Esq  
Simpson Thacher & Bartlett  
425 Lexington Avenue  
New York, N.Y. 10017**

**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 **8/31/94** at **2:40pm**, and assigned recordation number(s). **11945-F**

Sincerely yours,

  
Secretary  
**SIDNEY L. STRICKLAND, JR.**

Enclosure(s)

AUG 31 1994 - 2 10 PM

ASSIGNMENT AGREEMENT  
(GREAT LAKES CARBON)

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT (Great Lakes Carbon), dated as of June 15, 1994, between SOCIETY TRUST COMPANY OF NEW YORK (formerly known as Ameritrust Company of New York), a New York chartered trust company (the "Assignor"), and TEXAS COMMERCE TRUST COMPANY OF NEW YORK, a New York chartered trust company (the "Assignee").

W I T N E S S E T H :

WHEREAS, the parties hereto desire to effect the transfer by the Assignor to the Assignee of all of the right, title and interest of the Assignor (except as reserved below) in, under and with respect to, among other things, (i) the Trust Agreement (Great Lakes Carbon), dated as of September 30, 1991, between General Electric Capital Corporation, a New York corporation, as Owner Participant, and the Assignor, as Owner Trustee (as amended, modified or supplemented from time to time, the "Trust Agreement"), including, without limitation, any indemnity payments payable to Assignor directly or indirectly thereunder, (ii) the Asset (as defined in the Trust Agreement), (iii) the Transaction Documents (as defined in the Trust Agreement) and (iv) the proceeds therefrom; and

WHEREAS, such documents permit such transfer upon satisfaction of certain conditions heretofore or concurrently herewith being complied with;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows (capitalized terms used herein without definition having the meaning ascribed thereto in the Trust Agreement):

1. Assignment. The Assignor has sold, assigned, conveyed, transferred and set over, and does hereby sell, assign, convey, transfer and set over, unto the Assignee as of the date hereof all of its present and future right, title and interest in, under and with respect to the Asset (including, without limitation, the legal title to the Asset), the Trust Agreement and each Transaction Document to which the Assignor is a party or any other contract, agreement, document or instrument relating to the Asset by which the Assignor is bound, and any proceeds therefrom, together with all other documents and instruments evidencing any of such right, title and interest, except such rights of the Assignor as have accrued to the Assignor prior to the date hereof (including specifically, but without limitation, the right to receive any amounts due or accrued to the Assignor under the Trust Agreement as of a date prior to such date and the right to receive any indemnity payment pursuant to the Trust

Agreement with respect to events occurring or circumstances existing prior to such date).

2. Payments. The Assignor hereby covenants and agrees to pay over to the Assignee, if and when received following the date hereof, any amounts (including any sums payable as interest in respect thereof) paid to or for the benefit of the Assignor that, under Section 1 hereof, belong to the Assignee, and the Assignee hereby covenants and agrees to pay over to the Assignor, if and when received following the date hereof, any amounts (including any sums payable as interest in respect thereof) paid to or for the benefit of the Assignee that, under Section 1 hereof, belong to the Assignor.

3. Further Assurances. The Assignor shall, at any time and from time to time, upon the request of the Assignee, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Assignee may reasonably request to obtain the full benefits of this Assignment and of the right and powers herein granted.

4. Representations and Warranties. The Assignee represents and warrants that:

(a) it has all requisite power and authority and legal right to enter into and carry out the transactions contemplated hereby and to carry out and perform the obligations of the Owner Trustee under the Trust Agreement and the Transaction Documents;

(b) on and as of the date hereof, the representations and warranties of the Owner Trustee set forth in Section 5.03 of the Trust Agreement are true and correct as to the Assignee;

(c) the transfer to it of all of the Assignor's right, title and interest as Owner Trustee will not violate any applicable Federal or state laws or regulations;

(d) it is a "successor Owner Trustee" satisfying the conditions set forth in Section 8.01(c) of the Trust Agreement, except to the extent such conditions have been expressly waived by the Owner Participant.

5. GOVERNING LAW. THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. Counterparts. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

7. Third Party Beneficiaries. The Assignee hereby agrees, for the benefit of the Owner Participant, that its representations, warranties and covenants contained herein are also intended to be for the benefit of the Owner Participant, and the Owner Participant shall be deemed to be an express third party beneficiary with respect thereto, entitled to enforce directly and in its own name any rights or claims it may have against such party as such beneficiary.

IN WITNESS WHEREOF, the parties hereto, through their respective officers thereunto duly authorized, have duly executed this Assignment as of the day and year first above written.

SOCIETY TRUST COMPANY OF NEW YORK  
(formerly known as Ameritrust Company  
of New York)

By: \_\_\_\_\_

Name: CLIVE M. NAGY

Title: VICE PRESIDENT

TEXAS COMMERCE TRUST COMPANY OF NEW YORK

By: \_\_\_\_\_

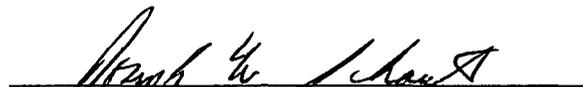
Name:

Title:

STATE OF OHIO )  
                  ) SS.  
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County, personally appeared the above-named Society Trust Company of New York, by Clive M. Nagy, who acknowledged that he did sign the foregoing instrument on behalf of said corporation, and that the same is the free act and deed of said corporation, and the free act and deed of such person as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cuyahoga County, Ohio this 17th day of June, 1994.

  
\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[Notarial Seal]

JOSEPH W. SCHAUT, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no expiration date Sec. 147.03 R.C.

7. Third Party Beneficiaries. The Assignee hereby agrees, for the benefit of the Owner Participant, that its representations, warranties and covenants contained herein are also intended to be for the benefit of the Owner Participant, and the Owner Participant shall be deemed to be an express third party beneficiary with respect thereto, entitled to enforce directly and in its own name any rights or claims it may have against such party as such beneficiary.

IN WITNESS WHEREOF, the parties hereto, through their respective officers thereunto duly authorized, have duly executed this Assignment as of the day and year first above written.

SOCIETY TRUST COMPANY OF NEW YORK  
(formerly known as Ameritrust Company  
of New York)

By: \_\_\_\_\_  
Name:  
Title:

TEXAS COMMERCE TRUST COMPANY OF NEW YORK

By: Melinda L. Snell  
Name: Melinda L. Snell  
Title: Trust officer

STATE OF )  
 ) SS.  
COUNTY OF )

Before me, a Notary Public in and for said County, personally appeared the above-named Texas Commerce Trust Company of New York, by Melinda L. Drell who acknowledged that he did sign the foregoing instrument on behalf of said corporation, and that the same is the free act and deed of said corporation, and the free act and deed of such person as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Harris County, Texas this 12<sup>th</sup> day of June, 1994.

Barbara A. Jones  
Notary Public

My commission expires: 12-31-94

[Notarial Seal]

