STEPTOE & JOHNSON

ATTORNEYS AT LAW

1330 CONNECTICUT AVENUE, N.W.
WASHINGTON, D.C. 20036-1795

(202) 429-3000
FACSIMILE: (202) 429-9204
TELEX: 89-2503

PHOENIX, ARIZONA
CITIBANK TOWER

TELEPHONE: (602) 266-6610
FACSIMILE: (602) 274-1970

S&J LEX INTERNATIONAL
AFFILIATE IN MOSCOW, U.S.S.R.

TELEPHONE: (011-7-095) 290-5775
FACSIMILE: (011-7-095) 925-9992

TIMOTHY M. WALSH
(202) 429-6277

RECORDATION NO. 12418-B FILED 1425

DEC 12 1991 3 55 PM

INTERSTATE COMMERCE COMMISSION

December 12, 1991

BY HAND

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:

On behalf of Ameritrust Company of New York (as Owner Trustee under a Trust Agreement with General Electric Capital Corporation as Owner Participant), I have enclosed an original and two certified true copies 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 and Assumption Agreement, a secondary document, dated December 12, 1991, between the Federal Deposit Insurance Corporation, acting in its capacity as receiver of New Bank of New England, N.A. and Ameritrust Company of New York, a New York chartered trust company.

The primary document to which this Assignment and Assumption Agreement is connected is an Equipment Lease, dated as of November 1, 1980, between New England Merchants Leasing Corporation B-10, Lessor and Farmland Industries, Inc., Lessee under Recordation No. 12418. Accordingly, it is requested that this document be given the next available letter designation under Recordation No. 12418.

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

Assignor:

Federal Deposit Insurance Corporation
1776 F Street, N.W.
Washington, D.C. 20429

Assignee:

Ameritrust Company of New York
5 Hanover Square
New York, N.Y. 10007

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 Schedule A 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 the original and any extra copies not needed by the Commission for recordation to the person presenting this letter.

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

Assignment and Assumption Agreement, dated December 12, 1991, covering the railroad rolling stock identified in Schedule A of the primary document, as the same may have been restated, amended or supplemented.

Thank you for your assistance.

Very truly yours,

Timothy M. Walsh

Timothy M. Walsh

Enclosures

RECORDATION NO. 12418-B FILED 1425

DEC 12 1991 -3 55 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 12, 1991 (the "Agreement") between the Federal Deposit Insurance Corporation (the "FDIC"), acting in its capacity as receiver of New Bank of New England, N.A. (the "New BNE"), and Ameritrust Company of New York, a New York chartered trust company, (the "Assignee").

In consideration of the mutual covenants and agreements contained herein, the parties hereto do hereby agree as follows:

1. Terms. Capitalized terms used herein without definition have the meanings ascribed thereto in the Bill of Sale and Assignment and Assumption of Contracts, Agreements and Commitments (the "Bill of Sale"), dated as of September 30, 1991, among the FDIC, as receiver of New BNE, the Assignee and certain other parties thereto.

2. Transfer to the Prior Owner FDIC. Pursuant to the Assignment and Assumption dated as of July 12, 1991, among New England Merchants Leasing Corporation, New England Merchants Leasing Corporation B-7, New England Merchants Leasing Corporation B-10, NEMLC Leasing Associates No. 1, NEMLC Leasing Associates No. 2, NEMLC Leasing Associates No. 3 (collectively, the "Prior Owner Participants"), New BNE and certain other parties, attached as Exhibit A hereto, each of the Prior Owner Participants has transferred, among other assets and liabilities, the Acquired Assets and the Assumed Liabilities to New BNE.

3. Assignment and Assumption. Subject to the terms and conditions of the Bill of Sale, (a) the FDIC, as receiver of New BNE, has granted, bargained, sold, assigned, transferred, set over, conveyed, released, confirmed and delivered to the Assignee the Acquired Assets including, without limitation, the Acquired Assets in connection with the documents, agreements and other undertakings attached hereto on Schedule I (collectively, the "Subject Interests"), and (b) the Assignee has undertaken and assumed the Assumed Liabilities in connection with the Subject Interests.

4. Bill of Sale. Notwithstanding anything to the contrary herein, this Agreement shall be subject to the terms and conditions of each of the Bill of Sale and the Asset Purchase Agreement dated September 30, 1991, among the FDIC, as receiver of New BNE, and Aircraft Services Corporation, a Nevada corporation.

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

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

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

FEDERAL DEPOSIT INSURANCE CORPORATION, acting in its capacity as receiver of New Bank of New England, N.A.

By Bill Edwards
Title: Senior Liquidation Specialist

AMERITRUST COMPANY OF NEW YORK, as Assignee

By_____
Title:

DISTRICT OF COLUMBIA)
) SS.
)

Before me, a Notary Public in and for said District of Columbia, personally appeared the above-named Federal Deposit Insurance Corporation acting in its Capacity as Receiver of New Bank of New England N.A., by Bret EDWARDS, who acknowledged that she/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 in the District of Columbia this 9th day of December, 1991.

Gwendolyn Ferguson
Notary Public

My commission expires: September 14, 1995

[Notarial Seal]

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

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument.

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

FEDERAL DEPOSIT INSURANCE CORPORATION, acting in its capacity as receiver of New Bank of New England, N.A.

By_____
Title:

AMERITRUST COMPANY OF NEW YORK, as Assignee

By R E Kul
Title: V.P

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

Before me, a Notary Public in and for said County, personally appeared the above-named Ameritrust Company of New York, by R B Knol, 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 New York County, New York this 11th day of December, 1991.

THERESA D. PARDEY
Notary Public, State of New York
No. 31-4854610
Qualified in New York County
Commission Expires

Notary Public

My commission expires: 5-15-92

[Notarial Seal]

Schedule I

Interstate Commerce Commission Recordation No. 12418:

Equipment Lease dated as of November 1, 1980 between New England Merchants Leasing Corporation B-10, Lessor, and Farmland Industries, Inc., Lessee, filed November 18, 1980, with respect to the equipment described in Schedule A attached thereto (100 100-ton Covered Hopper Cars (manufactured by ACF Industries Incorporated) Marked and Numbered FLIX 3400 to FLIX 3499, both inclusive).

Interstate Commerce Commission Recordation No. 12418-A:

First Lease Supplement dated as of January 15, 1981 between New England Merchants Leasing Corporation B-10 and Farmland Industries, Inc., filed January 15, 1981.

Interstate Commerce Commission Recordation No. 12419:

Security Agreement-Trust Deed dated as of November 1, 1980 from New England Merchants Leasing Corporation B-10, Debtor, to The First National Bank of Kansas City, Secured Party, with respect to the equipment described on Schedule 1 thereto (100 100-ton Covered Hopper Cars (manufactured by ACF Industries Incorporated) Marked and Numbered FLIX 3400 to FLIX 3499, both inclusive).

Trust Agreement:

Trust Agreement dated as of September 30, 1991 between General Electric Capital Corporation, as Owner Participant and Ameritrust Company of New York, as Owner Trustee.

Equipment:

Covered Hopper Cars, with the following Road Numbers:

FLIX 3400
FLIX 3401
FLIX 3402
FLIX 3403
FLIX 3404
FLIX 3405
FLIX 3406
FLIX 3407
FLIX 3408
FLIX 3409
FLIX 3410
FLIX 3411
FLIX 3412
FLIX 3413
FLIX 3414

FLIX 3415
FLIX 3416
FLIX 3417
FLIX 3418
FLIX 3419
FLIX 3420
FLIX 3421
FLIX 3422
FLIX 3423
FLIX 3424
FLIX 3425
FLIX 3426
FLIX 3427
FLIX 3428
FLIX 3429
FLIX 3430
FLIX 3431
FLIX 3432
FLIX 3433
FLIX 3434
FLIX 3435
FLIX 3436
FLIX 3437
FLIX 3438
FLIX 3439
FLIX 3440
FLIX 3441
FLIX 3442
FLIX 3443
FLIX 3444
FLIX 3445
FLIX 3446
FLIX 3447
FLIX 3448
FLIX 3449
FLIX 3450
FLIX 3451
FLIX 3452
FLIX 3453
FLIX 3454
FLIX 3455
FLIX 3456
FLIX 3457
FLIX 3458
FLIX 3459
FLIX 3460
FLIX 3461
FLIX 3462
FLIX 3463
FLIX 3464
FLIX 3465
FLIX 3466
FLIX 3467
FLIX 3468
FLIX 3469
FLIX 3470
FLIX 3471
FLIX 3472

FLIX 3473
FLIX 3474
FLIX 3475
FLIX 3476
FLIX 3477
FLIX 3478
FLIX 3479
FLIX 3480
FLIX 3481
FLIX 3482
FLIX 3483
FLIX 3484
FLIX 3485
FLIX 3486
FLIX 3487
FLIX 3488
FLIX 3489
FLIX 3490
FLIX 3491
FLIX 3492
FLIX 3493
FLIX 3494
FLIX 3495
FLIX 3496
FLIX 3497
FLIX 3498
FLIX 3499

EXHIBIT A

ASSIGNMENT AND ASSUMPTION

Each of the undersigned entities (individually, an "Assignor" and collectively, the "Assignors"), in consideration of the satisfaction of indebtedness of certain of the assignors in the approximate aggregate amount of Five hundred twenty-eight million four hundred thirty-four thousand Dollars ($528,434,000) to New Bank of New England, N.A., a national banking association having its principal office at 28 State Street, Boston, Massachusetts 02109 (the "Assignee"), in order to achieve potential savings of state and federal taxes, in order to centralize the administration of the lease portfolios held by the assignors and thereby simplify the management responsibilities of Assignee, and the assumption by Assignee of all of the liabilities and obligations of Assignors under the Lease Agreements and Loan Agreements (in each case, as defined below), and of all of the right, title and interest of Assignors in and to the Servicing and Remarketing Agreement (as defined below), hereby assigns and transfers to Assignee, its successors and assigns all of the Assignors' right, title and interest in and to:

1. All lease assets pertaining to the "Retained Lease Transactions," including but not limited to all "Retained Lease Equipment" and "Retained Lease Agreements", as those terms are defined in Section 4.33 of the Purchase and Sale Agreement among Bank of New England Corporation, Bank of New England, N.A., New England Merchants Leasing Corporation, NEMLC Leasing Corporation, The Bank of Tokyo, Ltd. and BOT Financial Corporation dated as of May 31, 1990 (the "Purchase and Sale Agreement"), and those "Lease Assets" as defined in Article I of the Servicing and Remarketing Agreement among The Bank of Tokyo, Ltd., BOT Financing Corporation, BNE Leasing Corporation, New England Merchants Leasing Corporation and The NEMLC Affiliates dated as of May 31, 1990 (the "Servicing and Remarketing Agreement"), except for those lease assets set forth on Exhibit A hereto, including but not limited to, the leases set forth in Schedules A, A-1 and A-2 annexed hereto and the related lease agreements and other contracts and agreements, and the vehicles, aircraft, aircraft engines, vessels, facilities, real estate, machinery and other property and assets ("Equipment") subject thereto, in which any of the

Assignors is the lessor, or in which any of the Assignors holds a beneficial interest, including with respect thereto all financing agreements, schedules, conditional sales agreements, security and loan agreements, opinions of counsel, remarketing and residual value agreements, trust agreements and side letters and (where such Assignor is the owner for tax purposes) all rulings of the Internal Revenue Service, opinions of tax counsel and tax indemnity agreements, together with all other material documents executed by or delivered to such Assignor in connection with the acquisition, financing, holding, owning, maintaining, leasing, insuring, or otherwise dealing in and with or related to, Equipment (collectively, the "Lease Agreements"), provided, however, that to the extent any Retained Lease Transaction (or any constituent agreement or part thereof) is rendered void by the assignment and assumption contemplated herein (except to the extent such infirmity can be cured by the giving of notice, supplying an opinion of tax counsel or otherwise complying with transfer conditions set forth in the particular Retained Lease Agreement or related documents), such Retained Lease Transaction shall be excluded from the assignment and assumption contemplated in this Agreement.

2. All loan assets pertaining to the "Retained Loan Transactions," including but not limited to all "Retained Loan Equipment" and "Retained Loan Agreements" as those terms are defined in Section 4.34 of the Purchase and Sale Agreement, and including but not limited to, the loans set forth in Schedule B annexed hereto and the related loan agreements, conditional sales agreements and other contracts and agreements related to Equipment in which any of the Assignors is the lender, including with respect thereto all notes, credit agreements, guaranties, letters of credit, opinions of counsel, mortgages, security agreements, trust instruments and side letters, together with all other material documents executed or delivered by such Assignor in connection with such loans, loan agreements, conditional sales agreements and other contracts and agreements (collectively, the "Loan Agreements"), provided, however, that to the extent any Retained Loan Transaction (or any constituent agreement or part thereof) is rendered void by the assignment and assumption contemplated herein (except to the extent such infirmity can be cured by the giving of notice, supplying an opinion of tax counsel or otherwise complying with transfer conditions set forth in the particular Retained Loan Agreement or related documents), such Retained Loan Transaction shall be excluded from the assignment and assumption contemplated in this Agreement.

3. That certain Servicing and Remarketing Agreement among the Bank of Tokyo, Ltd., BOT Financial Corporation, BNE Leasing Corporation, New England Merchants Leasing Corporation and the NEMLC Affiliates (as defined therein) dated as of May 31, 1990 (the "Servicing and Remarketing Agreement"), including but not limited to all other material documents executed in connection therewith.

This Assignment is made without recourse to the Assignors, their successors and assigns, except with respect to the assignment of the Servicing and Remarketing Agreement, which is made with recourse to the Assignors, their successors and assigns.

In consideration of this Assignment, Assignee hereby assumes the liabilities and obligations of each of the Assignors under the Lease Agreements, Loan Agreements and Servicing and Remarketing Agreement and agrees to be bound by each and every term and condition contained in the Lease Agreements, Loan Agreements and Servicing and Remarketing Agreement and to comply with, satisfy and discharge all agreements thereunder, with the same effect and to the full extent as though Assignee were the original signatory thereto in the place and stead of the Assignors.

This Assignment and Assumption and all rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment and Assumption to be duly executed as of this 12th day of July, 1991.

NEW ENGLAND MERCHANTS LEASING CORPORATION

By: _____

Its: President

NEMLC LEASING CORPORATION

By: _____

Its: President

NEW ENGLAND MERCHANTS
LEASING CORPORATION B-10

By: _____

Its: President

NEMLC ALPHA, INC.

By: _____

Its: President

NEW ENGLAND MERCHANTS
LEASING CORPORATION B-7

By: _____

Its: President

BNE VEHICLE LEASING, INC.

By: _____

Its: President

NEMLC LEASING ASSOCIATES
NO. 1 (BY NEMLC LEASING
CORPORATION AS GENERAL
PARTNER)

By: _____

Its: President

NEMLC LEASING ASSOCIATES
NO. 2 (BY NEMLC LEASING
CORPORATION AS GENERAL
PARTNER)

By: _____

Its: President

NEMLC LEASING ASSOCIATES
NO. 3 (BY NEMLC LEASING
CORPORATION AS GENERAL
PARTNER)

By: _____

Its: President

NEW BANK OF NEW ENGLAND, N.A.

By: _____

Its: _____

84:BJB

RECORDATION NO. 13418-B FILED 1425

DEC 12 1991 -3 55 PM

INTERSTATE COMMERCE COMMISSION

C E R T I F I C A T E

District of Columbia) ss:

I hereby certify this 12th day of December, 1991, that I have compared the attached copy of the Assignment and Assumption Agreement dated as of December 12, 1991 between the Federal Deposit Insurance Corporation, acting in its capacity as receiver of New Bank of New England, N.A., and Ameritrust Company of New York with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Notary Public

ANN E. EYERMAN
NOTARY PUBLIC DISTRICT OF COLUMBIA
My Commission Expires May 31, 1993

My Commission expires: