

ALVORD AND ALVORD
ATTORNEYS AT LAW
1600 K STREET, NW
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

September 6, 2000

RECORDATION NO. 16440-C FILED

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

SEP 7 '00 3-05 PM
TS
SURFACE TRANSPORTATION BOARD

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of an Assignment and Assumption Agreement, dated as of September 10, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Master Lease Agreement which was previously filed with the Board under Recordation Number 16440.

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

Assignor: Teco Investments, Inc.
702 North Franklin Street
Tampa, FL 33602

Assignee: PNC Leasing, LLC
620 Liberty Avenue
Pittsburgh, PA 15222

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

139 gondola railcars within the series DEEX 5001 - DEEX 5152

Mr. Vernon A. Williams
September 6, 2000
Page Two

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

Assignment and Assumption Agreement between Teco Investments, Inc., Assignor, and PNC Leasing, LLC, Assignee, covering 139 gondola railcars within the series DEEX 5001 - DEEX 5152.

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 document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read "R. Alvord".

Robert W. Alvord

RWA/anm
Enclosures

SEP 7 '00 3-05 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT

Assignment and Assumption Agreement, dated as of September 7, 2000 (this "Agreement") between TECO INVESTMENTS, INC., a Florida corporation ("Seller"), and PNC LEASING, LLC, a Delaware limited liability company ("Purchaser").

RECITALS:

A. Seller and Purchaser are parties to a Transfer Agreement and Bill of Sale, each dated as of the date hereof (the "Transfer Agreement").

B. Seller owns the Equipment (as defined in the Lease Transaction Documents), a schedule of which is attached hereto.

C. The Equipment is leased to The Detroit Edison Company ("Lessee"), pursuant to a lease agreement and in connection therewith various parties have entered into the Lease Transaction Documents (as defined in the Transfer Agreement).

D. As provided in the Transfer Agreement, the parties hereto wish to effect the sale by Seller to Purchaser of the right, title and interest of Seller in, and the assumption of the obligations of Seller under, the Lease Transaction Documents (as defined in Section I(b)).

E. Seller and Purchaser desire to enter into this Assignment.

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

SECTION I. Definitions.

(a) All capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Transfer Agreement or the Participation Agreement, as applicable.

(b) "Lease Transaction Documents" shall mean: (i) Participation Agreement, dated as of July 20, 1989, among Seller, Lessee, UNUM Life Insurance Company of America ("UNUM"), and Mellon Financial Services Corporation #3, (the "Participation Agreement"); (ii) Master Lease Agreement dated as of July 20, 1989, between Lessee and Seller, including the Final Rental Supplement (as supplemented, the "Lease"); (iii) Lease Assignment dated as of July 20, 1989, between Seller and UNUM ("Lease Assignment"); (iv) Chattel Mortgage and Security Agreement dated as of July 20, 1989 between Seller and UNUM; and (v) 9.48% Non-Recourse Promissory Note due 2008 in favor of UNUM in the original principal amount of \$2,448,973.76 and 9.48% Non-Recourse Promissory Note due 2008 in favor of UNUM in the original principal amount of \$3,025,202.88 (collectively, the "Notes").

SECTION II. Assignment.

(a) Subject to the terms and conditions set forth in this Agreement, Seller does hereby assign, transfer, sell and convey unto Purchaser, free of all claims, liens, security interests and other encumbrances, all right, title and interest of the "Owner" and "Lessor" (as such terms are used in the Lease Transaction Documents), as the case may be, in and to the Lease Transaction Documents and any right to receive payments thereunder.

(b) This Agreement is subject in all respects to the rights and remedies of Unum under the Chattel Mortgage and the Lease Agreement.

(c) EXCEPT AS SPECIFICALLY SET FORTH ELSEWHERE IN THIS AGREEMENT, THE BILL OF SALE OR IN THE TRANSFER AGREEMENT, SELLER MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER CONCERNING THE EQUIPMENT OR THE LEASE TRANSACTION DOCUMENTS, INCLUDING, WITHOUT LIMITATION, THE SELECTION, QUALITY, OR CONDITION THEREOF, OR ITS MERCHANTABILITY, ITS SUITABILITY, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THE OPERATION, PERFORMANCE OR MAINTENANCE THEREOF, WHICH SHALL BE CONSIDERED FOR ALL PURPOSES "AS IS, WHERE IS, WITH ALL FAULTS."

SECTION III. Assumption. Subject to the terms and conditions set forth in this Agreement, Purchaser hereby accepts from and after the date hereof the right, title, and interest assigned under Section II hereof and assumes all of the duties and obligations of Seller under the Lease Transaction Documents arising or accruing from and after the date hereof.

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

SECTION V. Governing Law. THIS ASSIGNMENT, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS 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 VI. Counterparts. This Assignment may be executed by the parties 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.

SECTION VII. Notices. All notices, offers, acceptances, approvals, waivers, requests, demands and other communications hereunder or under any instrument, certificate or other instrument delivered in connection with the transactions described herein shall be in writing, shall

be addressed as provided below and shall be considered as properly given (a) if delivered in person, (b) if sent by overnight delivery service (including without limitation Federal Express, ETA, Emery, Purolator, DHL, UPS, AirBorne, and other similar overnight delivery services), (c) in the event overnight delivery services are not readily available, if mailed by first class United States mail, postage prepaid, registered or certified with return receipt requested, (d) if sent by prepaid telegram or by telex and confirmed or (e) if sent by telecopier or other electronic data transmission facility and confirmed in writing by any other manner described above. Notice so mailed shall be effective upon the earlier of actual receipt or the expiration of five (5) Business Days after its deposit. Notice given in any other manner shall be effective upon receipt by the addressee; provided, however, that if any notice is tendered to an addressee and the delivery thereof is refused by such addressee, such notice shall be effective upon such tender. For the purposes of notice, the address of the parties shall be as set forth below; provided that any party shall have the right to change its address for notice hereunder to any other location by the giving of prior notice to the other party in the manner set forth hereinabove. The initial addresses of the parties hereto are as follows:

Seller: TECO Investments, Inc.
 702 North Franklin Street
 Tampa, Florida 33602
 Attn: President

Purchaser: PNC Leasing, LLC
 620 Liberty Avenue
 Pittsburgh, PA 15222
 Attn: Mike Woodring

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TECO INVESTMENTS, INC., as Seller

By: SW Callahan
Name: S W. Callahan
Title: Vice President

PNC LEASING, LLC, as Purchaser

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have each caused this Assignment to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

TECO INVESTMENTS, INC., as Seller

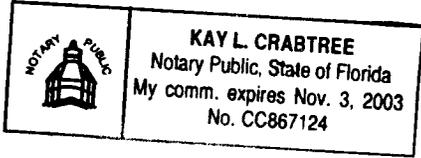
By: _____
Name:
Title:

PNC LEASING, LLC, as Purchaser

By: James T. Crawford
Name: JAMES T. CRAWFORD
Title: VICE PRESIDENT

STATE OF FLORIDA)
) SS
COUNTY OF Hillsborough

On this 6th day of September, 2000, before me personally appeared S.W. Callahan, to me personally known, who, being by me duly sworn, says that (s)he is Vice President of TECO Investments, Inc., that the foregoing 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.



Kay L. Crabtree
Notary Public

My commission expires 11/3/03

COMMONWEALTH OF PENNSYLVANIA)
) SS
COUNTY OF _____)

On this ___ day of September, 2000, before me personally appeared _____, to me personally known, who, being by me duly sworn, says that (s)he is _____ of PNC Leasing, LLC that the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its members and (s)he acknowledged that the execution of the foregoing instrument was the free act and deed of said limited liability company.

Notary Public

My commission expires _____

SCHEDULE

Description of Equipment

One hundred and thirty-nine (139) 4,320 cubic foot, 108-ton rotary dump aluminum coal gondolas. These cars are marked DEEX 5001-5152 inclusive excluding DEEX 5035, 5022, 5119, 5146, 5025, 5076, 5080, 5107, 5118, 5061, 5109, 5152 and 5050. Thrall built these units in 1989.