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ALLEN H. HARRISON, JR.

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RECORDATION NO. 9591-A

AUG 31 1988 - 2 42 PM

INTERSTATE COMMERCE COMMISSION

Date AUG 31 1988

Fee \$ 13.00

ICC Washington, D.C.

August 31, 1988 8-244A046

Dear Ms. McGee:

13.00 filing fee

On behalf of CIS Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a secondary document, not previously recorded, entitled Assignment and Assumption ("Assignment") dated August 30, 1988.

The parties to the enclosed Assignment are:

First City Equipment Credit Corp. - Assignor
(Successor in interest to Rainier Equipment Leasing, Inc.)
800 Stewart Street
Suite 1800
Seattle, Washington 98101

CIS Corporation - Assignee
One CIS Parkway
(Carrier Circle)
East Syracuse, New York 13057

AUG 31 2 33 PM '88
RECORDED

The Assignment covers the assignment by First City Equipment Credit Corp. as successor in interest to Rainier Equipment Leasing, Inc., the original Lessor, to CIS Corporation of its rights as Lessor in that certain Lease Agreement filed with the ICC July 24, 1978 under Recordation No. 9591, and should be recorded thereunder under the next available letter which we believe will be -A.

Please note separate indexing also will be needed under the name of each of the two parties to the Assignment as each name is new to the original Lease Agreement mentioned above.

The equipment covered by the Assignment is all of the equipment covered in the Lease Agreement, listed in Appendix A to the Assignment, namely 200 83-ton capacity, 40'8" open top hopper cars, ICG 340200-340399.

This is 9591-A
Allen H. Harrison, Jr.

- 2 -

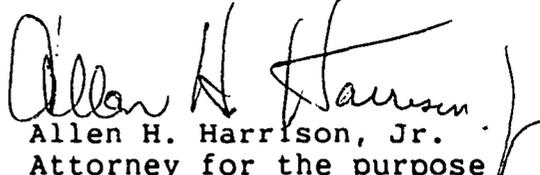
A short summary of the document to appear in the ICC Index is as follows:

"Covers same units as in Lease above, namely 200 open top hoppers, ICG 340200-340399"

Enclosed is a check in the amount of thirteen dollars (\$13) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterparts of the Assignment not needed for your files, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for the purpose
of this filing for CIS
Corporation

Honorable Noreta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Enclosures

AHH/iw

BY HAND

Interstate Commerce Commission
Washington, D.C. 20423

8/31/88

OFFICE OF THE SECRETARY

Allen H. Harrison, Jr.
Wilmer Cutler & Pickering
2445 M. St. N.W.
Washington, D.C. 20037-1420

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 8/31/88 at 2:45pm, and assigned recordation number(s). 9591-A & 15796

Sincerely yours,

Narta R. McEue

Secretary

Enclosure(s)

9591-A

RECORDATION NO. 9591-A FILED 1988

AUG 31 1988-2 45 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT & ASSUMPTION

ASSIGNMENT AND ASSUMPTION, dated as of August 30, 1988, between FIRST CITY EQUIPMENT CREDIT CORP., a Washington corporation (f/k/a Rainier Equipment Leasing, Inc.) ("Assignor"), and CIS CORPORATION, a New York corporation ("Assignee").

1. Assignment. Assignor, for good and valuable consideration, the receipt of which is hereby acknowledged, and in connection with the transactions contemplated in that certain Purchase Agreement, to be dated August 30, 1988 (the "Purchase Agreement"), by and between Assignor and Assignee, hereby irrevocably assigns, transfers and sets over to and in favor of Assignee all of Assignor's right, title and interest in, to and under that certain Lease Agreement, dated as of July 21, 1978 (the "Lease"), by and between Illinois Central Gulf Railroad Company, as lessee, and Assignor, as Lessor, and all other agreements, documents and instruments, as heretofore amended or supplemented, entered into in connection therewith or with the transactions contemplated therein (collectively, the "Operative Documents"); provided, however, that Assignor hereby reserves, and nothing herein shall be construed as an assignment, transfer or setting over of, any right, title or interest of Assignor in and to each and every indemnity on behalf of or in favor of Assignor under any Operative Document to the extent that such indemnities arise, or relate to events or circumstances occurring or in existence on or prior to the Closing (as defined in the Purchase Agreement). Assignor's assignment to Assignee of the Operative Documents is made without recourse. Except as set forth in the Purchase Agreement, Assignor assumes no responsibility and makes no warranty with respect to the authenticity, validity or enforceability of any of the Operative Documents.

2. Attorney-in-Fact. Assignor hereby constitutes and appoints Assignee, effective upon the full satisfaction of Assignee's payment obligations under the promissory note issued pursuant to the Purchase Agreement, its true, lawful and irrevocable attorney to demand, receive and enforce payments and to give receipts, releases, satisfaction for and to sue for all moneys payable to Assignor under the Lease, and this may be done either in the name of Assignor or the name of Assignee with the same force and effect as Assignor could do if this assignment had not been made. If any assigned moneys or equipment subject to the Lease shall be received by or returned to Assignor, after Assignee has satisfied in full its payment obligations under the promissory note issued pursuant to the Purchase Agreement, the same will be received by Assignor as trustee for Assignee and will immediately be delivered to Assignee without commingling.

Assignor hereby warrants that it has all rights as lessor under the Lease, and that, as of the date of the Closing, the Lease will not be subject to any encumbrance, charge to lien of any kind whatsoever.

3. Acceptance and Assumption. Assignee hereby accepts the foregoing assignment, hereby assumes all obligations of Assignor under the Operative Documents, solely in respect of the period from and after the Closing, and hereby agrees to be bound by all the terms and provisions of the Operative Documents to the same extent, and with the same force and effect, as though originally named therein in place of Assignor.

4. Effective Date. This Assignment and Assumption shall become and be effective only upon the satisfaction, on or prior to the Closing, of the conditions set forth in Section 4 of the Purchase Agreement.

5. Counterparts. This Assignment and Assumption may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, upon execution, shall constitute one and the same instrument.

6. Governing Law. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of Washington.

IN WITNESS WHEREOF, the parties have executed this Assignment and Assumption as of the first date written above.

ASSIGNOR:

FIRST CITY EQUIPMENT CREDIT CORP.

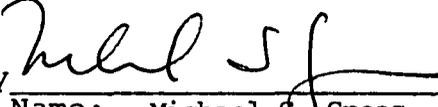
By


Name: Peter M. Jones
Title: President

ASSIGNEE:

CIS CORPORATION

By


Name: Michael S. Speas
Title: Assistant Secretary and
Senior Corporate Counsel

SMH24:34/am

APPENDIX A

<u>Quantity</u>	<u>Description</u>	<u>Illinois Central Gulf Railroad Numbers</u>
200	83 Ton Capacity 40'-8" open top hopper cars, rebuilt in 1978	ICG 340200-340399 inclusive

STATE OF WASHINGTON)) ss.
COUNTY OF KING)

On this 29th day of August, 1988, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Peter M. Jones, to me known to be the person who signed as President of FIRST CITY EQUIPMENT CREDIT CORP., the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Elizabeth J. Berry
NOTARY PUBLIC in and for the State
of Washington, residing at Seattle, Washington
My commission expires 2/15/92

State of CALIFORNIA)
)
County of SAN FRANCISCO) SS.

BEFORE ME, the undersigned notary, on this day personally appeared MICHAEL S. SPEAS, to me personally known who, being by me duly sworn, says that he/she is ~~Asst. Secy. & Sr. Corp. Counsel~~ of CIS Corporation ("CIS"), that the above Assignment and Assumption was signed on behalf of CIS by authority of its Board of Directors and he/~~she~~ acknowledged that the execution of the foregoing Assignment and Assumption was the free act and deed of CIS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this
26th day of August, 1988.



Alverine Marsh
NOTARY PUBLIC

[SEAL]

My Commission Expires:

Aug. 21, 1991