

Taylor, Morell & Gitomer

Karl Morell
Louis E. Gitomer
Suite 600

February 7, 1992

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2-038A038

RECORDATION NO. 10531-F
FEB 14 1992

Honorable Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

FEB 7 1992 - 2 55 PM
INTERSTATE COMMERCE COMMISSION

Dear Secretary Strickland:

I have enclosed duplicate originals of the document described below, to be recorded pursuant to 49 U.S.C. 11303.

The document is an Assignment and Assumption Agreement, a secondary document, dated January 31, 1992. The primary document to which this is connected is recorded under Recordation No. 10531. We request that this agreement be recorded under Recordation No. 10531-F.

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

Purchaser:

GATX Capital Corporation
Four Embarcadero Center
Suite 2200
San Francisco, California 94111

Seller:

Westinghouse Credit Corporation
1 Oxford Centre
9th Floor
Pittsburgh, Pennsylvania 15219

FEB 7 2 49 PM '92
MOTOR OPERATING UNIT

A description of the equipment covered by the agreement consists of: 399 coil steel flat cars numbered CR 628301-628322, and CR 628324-628700, all inclusive.

A fee of \$16.00 is enclosed. Please return the original to:

Louis E. Gitomer
Suite 1200
1133 15th Street, N.W.
Washington, D.C. 20005

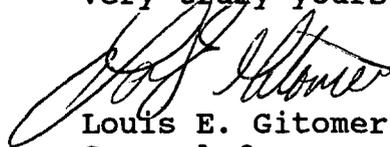
A short summary of the document to appear in the index follows:

Counterpart - J. Gitomer

Honorable Sidney L. Strickland, Jr.
February 7, 1992
Page 2

An Assignment and Assumption Agreement, a secondary document, dated January 31, 1992, between GATX Capital Corporation, Four Embarcadero Center, Suite 2200, San Francisco, California 94111, and Westinghouse Credit Corporation, 1 Oxford Centre, 9th Floor, Pittsburgh, Pennsylvania 15219, consisting of 399 coil steel flat cars numbered CR 628301-628322, and CR 628324-628700, all inclusive.

Very truly yours,



Louis E. Gitomer
Counsel for
GATX Capital Corporation

LEG/jsh

Attachment

REGISTRATION NO. 10531-F
FEB 1992

FEB 7 1992 -2 55 PM

INTERSTATE COMMERCE COMMISSION (Conrail - Coilcars)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (the "Agreement"), dated January 31, 1992, is by and among GATX Capital Corporation, a Delaware corporation ("Purchaser"), and Westinghouse Credit Corporation, a Delaware corporation ("Seller").

RECITALS

Seller and Purchaser are parties to a Purchase Agreement, dated as of December 20, 1991 (the "Purchase Agreement"); and

The Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption agreement in substantially 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 certain of the obligations of Seller under the lease transaction documents set forth on the attached Schedule 4.1(e) ("Lease Documents").

NOW, THEREFORE, in consideration of the premises 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 that certain Amended and Restated Trust Agreement, dated as of June 1, 1979, as amended by that certain Amendment Agreement, dated as of January 30, 1980 (as amended, the "Trust Agreement"), among United States Trust Company of New York and the parties named in Annex A thereto.

2. Assignment. Seller does hereby GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO PURCHASER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title and interest, together with the obligations, duties and responsibilities (except as otherwise set forth in Section 3 of this Agreement), in and to the following Lease Assets: (a) Seller's beneficial ownership interest in and to 25% of the Estate established pursuant to the Trust Agreement, (b) Seller's interest in and to the Trust Agreement, the Agreements and the other Lease Documents, and (c) Seller's interest as a Trustor in the Lease Property described on the attached Schedule 4.1(f); excluding, however, in each case, any claim, cause of action, liability or obligation of any nature or description or other right to payment (other than the rights of Purchaser pursuant to the allocation of any Lessee indemnification payments received pursuant to the Agreements, which allocation is more specifically set forth in Section 6.3 of the Purchase Agreement) accruing, arising or relating to any period prior to the date hereof or payable by reason of any act, event or omission occurring or existing prior to the date hereof, whether known or unknown, contingent or otherwise, as of the date hereof.

3. Assumption. Purchaser hereby confirms that it shall be deemed a party to the Trust Agreement, the Agreements and the other Lease Documents on the date of this Agreement (the "Closing Date"), and Purchaser agrees to be bound by all of the terms of the Trust Agreement, the Agreements and the other Lease Documents and undertakes to assume all of the obligations of Seller, contained in the Trust Agreement, the Agreements and the other Lease Documents occurring or arising on and after the date hereof. Upon the delivery of this Agreement, Seller shall not be responsible to any person for the discharge or performance of any duty or obligation of a Trustor pursuant to or in connection with the Trust Agreement, the Agreements and the other Lease Documents occurring or arising on and after the date hereof. Purchaser shall not be responsible to any person for the discharge or performance of any duty or obligation of Seller, as a Trustor, in connection with the Trust Agreement, the Agreements and the other Lease Documents occurring or arising prior to the date hereof.

4. Purchaser Representations. Purchaser hereby represents, warrants and confirms the following:

(a) Purchaser, as transferee, is acquiring the entire beneficial ownership interest of Seller, as Trustor, in and to the Estate.

(b) Upon the execution and delivery of this Agreement, Purchaser shall: (i) be deemed a party to the Trust Agreement, the Agreements and the other Lease Documents to which Seller was a party, (ii) be bound by all of the terms of the Trust Agreement, the Agreements and the other Lease Documents, and (iii) undertake all the obligations, arising on and after the date hereof, of Seller, under the Trust Agreement, the Agreements and the other Lease Documents.

(c) Purchaser is a corporation duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the corporate power to own, operate and lease its properties and carry on its business as it does currently and has the corporate power to execute and deliver this Agreement and perform its obligations hereunder.

(d) The execution and delivery by Purchaser of this Agreement and the performance by Purchaser of the obligations it is assuming hereunder have been duly authorized by all necessary corporate action on the part of Purchaser, and this Agreement has been duly executed and delivered by Purchaser and constitutes the legal, valid and binding obligation of Purchaser, enforceable against it in accordance with its terms.

(e) The execution and delivery by Purchaser of this Agreement and the performance of the obligations Purchaser is assuming hereunder do not (i) require any authorization or approval by, filing with, or notice to, any governmental authority (other than any required filings with the Interstate Commerce Commission or under the Uniform

Commercial Code) or (ii) violate, conflict with or constitute a default under any provision of the certificate of incorporation or bylaws of Purchaser, or under any agreement or instrument to which Purchaser is a party, if such default would prohibit or materially interfere with the consummation of the transactions contemplated in this Agreement.

(f) There is no litigation or proceeding pending or, to the knowledge of Purchaser, threatened, against Purchaser which, if adversely determined, would prohibit or materially interfere with the consummation by Purchaser of the transactions contemplated in this Agreement.

(g) Purchaser is acquiring Seller's beneficial interest in the Estate for its own account for investment and not with a view to public distribution and will not resell or otherwise dispose of any of such beneficial interest except in accordance with applicable federal and state securities laws.

(h) Purchaser is an "institutional investor", as that term is defined in Section 11 of the Trust Agreement, and a domestic corporation with net assets in excess of \$50,000,000.

5. Seller Representations. Seller hereby represents, warrants and confirms the following:

(a) Seller collectively is the lawful owner of a 25% interest as a Trustor in the Estate established pursuant to the Trust Agreement.

(b) Seller's interest in the Estate and the other Lease Assets is free and clear of all security interests, pledges, mortgages, encumbrances and other liens (collectively, "Liens"), other than Liens (i) created or permitted by the Lease Documents, (ii) assumed by Purchaser hereunder, including without limitation the Lease, if deemed to be a Lien, or (iii) for which other parties to the Lease Documents indemnify Purchaser, as the successor in interest to Seller.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN ARTICLE 5 OF THE PURCHASE AGREEMENT AND IN THIS AGREEMENT THE SALE OF THE LEASE PROPERTY IS MADE "AS IS, WHERE IS," AND THE SELLER SHALL NOT BE DEEMED TO HAVE MADE ANY FURTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOW OR HEREAFTER AS TO THE (i) VALUE, CONDITION, DESIGN, OPERATION, MERCHANTABILITY, QUALITY OF MATERIAL OR WORKMANSHIP, FITNESS FOR USE OR FOR A PARTICULAR PURPOSE, MAINTENANCE OR MARKETABILITY OF ANY LEASE PROPERTY, (ii) CREDITWORTHINESS OF THE LESSEE, (iii) ADEQUACY OF ANY INSURANCE COVERAGE APPLICABLE TO ANY LEASE PROPERTY, (iv) COLLECTIBILITY OF ANY AMOUNT UNDER ANY LEASE DOCUMENT, OR (v) TAX CHARACTERIZATION OF THE LEASE.

6. Third Party Beneficiaries. Seller and Purchaser hereby agree and acknowledge that each of the Investors and the Agent may rely on the representations and warranties of Seller and Purchaser contained in this Agreement as if such representations and warranties had been made directly to, and for the benefit of, each of the Investors and the Agent.

7. Indemnity. The terms and provisions of the Purchase Agreement respecting indemnities, if any, of the parties are hereby incorporated herein by reference.

8. 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 Agreement and the transactions contemplated hereby and by the Purchase Agreement. 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 Agreement and the transactions contemplated hereby and by the Purchase Agreement.

9. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

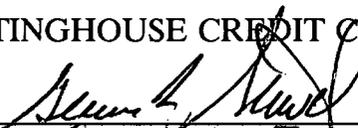
10. Counterparts. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall constitute but one and the same instrument.

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

PURCHASER: GATX CAPITAL CORPORATION

By: _____
Name: _____
Title: _____

SELLER: WESTINGHOUSE CREDIT CORPORATION

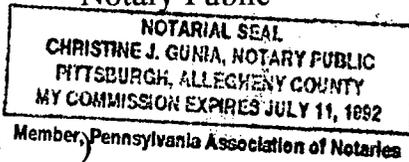
By: 
Name: GLENN L. STEWART
Title: Vice President

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On January 30, 1992, before me _____, the undersigned Notary Public, personally appeared Glenn A. Stewart, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of Westinghouse Credit Corporation and acknowledged that he executed it.

Witness my hand and official seal.

Christine J. Gunia
Notary Public



STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On _____, 19___, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of GATX Capital Corporation and acknowledged that _____ executed it.

Witness my hand and official seal.

Notary Public

6. Third Party Beneficiaries. Seller and Purchaser hereby agree and acknowledge that each of the Investors and the Agent may rely on the representations and warranties of Seller and Purchaser contained in this Agreement as if such representations and warranties had been made directly to, and for the benefit of, each of the Investors and the Agent.

7. Indemnity. The terms and provisions of the Purchase Agreement respecting indemnities, if any, of the parties are hereby incorporated herein by reference.

8. 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 Agreement and the transactions contemplated hereby and by the Purchase Agreement. 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 Agreement and the transactions contemplated hereby and by the Purchase Agreement.

9. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of California.

10. 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.

PURCHASER: GATX CAPITAL CORPORATION

By: Gene F. Parker
Name: Gene F. Parker
Title: Vice President

SELLER: WESTINGHOUSE CREDIT CORPORATION

By: _____
Name: _____
Title: _____

STATE OF PENNSYLVANIA)
) ss.
COUNTY OF ALLEGHENY)

On _____, 19__, before me _____, the undersigned Notary Public, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as _____ of Westinghouse Credit Corporation and acknowledged that _____ executed it.

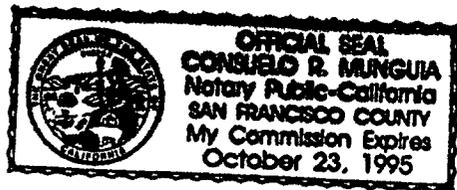
Witness my hand and official seal.

Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN FRANCISCO)

On January 30, 1992, before me _____, the undersigned Notary Public, personally appeared Gene F. Parker, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument as Vice President of GATX Capital Corporation and acknowledged that he executed it.

Witness my hand and official seal.



Consuelo R. Munguia
Notary Public

SCHEDULE 4.1(e)

(Conrail 72196 and 72203)

Lease Documents

1. Participation Agreement dated as of June 1, 1979 among Consolidated Rail Corporation (Lessee), Mercantile-Safe Deposit and Trust Company, as Agent, United States Trust Company of New York, as Trustee ("Vendee") and other parties named therein.
2. Conditional Sale Agreement dated as of June 1, 1979 between Portec, Inc., and United States Trust Company of New York, as Trustee under a Trust Agreement ("Vendee").
3. Lease of Railroad Equipment dated as of June 1, 1979 between Consolidated Rail Corporation and United States Trust Company of New York as Trustee under a Trust Agreement ("Lessor").
4. Amended and Restated Trust Agreement dated as of June 1, 1979 between United States Trust Company of New York and other parties named therein.
5. Assignment of Lease and Agreement dated as of June 1, 1979 between United States Trust Company of New York ("Lessor") and Mercantile-Safe Deposit and Trust Company, as Agent ("Vendor").
6. Agreement and Assignment dated as of June 1, 1979 between Portec, Inc. and Mercantile-Safe Deposit and Trust Company, as Agent.
7. Amendment Agreement dated as of January 30, 1980, among Consolidated Rail Corporation ("Lessee"), Mercantile-Safe Deposit and Trust Company ("Agent"), Westinghouse Credit Corporation, Ingersoll-Rand Financial Corporation, AEIC Investors Co. #8, CUIC Investors Co. #8, EFIC Investors Co. #8, and NACA Investors Co. #8 ("Beneficiaries"), United States Trust Company of New York ("Vendee"), Portec, Inc. ("Builder") and Aetna Life Insurance Company, and John Hancock Mutual Life Insurance Company ("Investors").
8. Bills of Sale for 400 coil steel flat cars built by Portec, Inc. (Railcar Division).
9. Beneficial Owner's Allocation Agreement dated December 27, 1991 among CUIC Investors Co. #8, AEIC Investors Co. #8, EFIC Investors Co. #8, NACA Investors Co. #8, Citicorp Railmark, Inc., Westinghouse Credit Corporation.

**SCHEDULE 4.1 (f)
LEASE PROPERTY**

LEASE NO. 2 (FLATCARS 79)

<u>BUILDER</u>	<u>TYPE</u>	<u>BUILDER SPECS</u>	<u>PLANT</u>	<u>QUANTITY</u>	<u>LESSEE IDENTIFICATION NUMBERS</u>	<u>ACTUAL UNIT PRICE</u>	<u>LESSOR'S COST *</u>	<u>CASUALTIES</u>
PORTEC, INC.	COIL STEEL FLAT CARS	F100-770330	WINDSOR, GEORGIA	13	CR 628301 THROUGH CR 628313	\$45,794.84	\$595,332.92	NONE
				<u>267</u>	CR 628314 THROUGH CR 628581 (excl CR 628323)	\$45,861.04	<u>\$12,244,897.68</u>	ONE CR 628323
				<u>280</u>			<u>\$12,840,230.60</u>	

LEASE NO. 2 (FLATCARS 80)

<u>BUILDER</u>	<u>TYPE</u>	<u>BUILDER SPECS</u>	<u>PLANT</u>	<u>QUANTITY</u>	<u>LESSEE IDENTIFICATION NUMBERS</u>	<u>ACTUAL UNIT PRICE</u>	<u>LESSOR'S COST *</u>	<u>CASUALTIES</u>
PORTEC, INC.	COIL STEEL FLAT CARS	F100-770330	WINDSOR, GEORGIA	64	CR 628582 THROUGH CR 628616 & CR 628618 THROUGH CR 628646	\$45,861.04	\$2,935,106.56	NONE
				<u>55</u>	CR 628617 & CR 628647 THROUGH CR 628700	\$45,723.87	<u>\$2,514,812.85</u>	NONE
				<u>119</u>			<u>\$5,449,919.41</u>	

* LESSOR'S COST SHOWN AT 100%; IN THE CASE OF LEASE NO. 2, GATX IS PURCHASING 25% OF THE LISTED ASSETS.