

Counterparts - McDonald

BALL, JANIK & NOVACK
ATTORNEYS AT LAW
1101 PENNSYLVANIA AVE. N.W., SUITE 1035
WASHINGTON, D. C. 20004
TELEPHONE (202) 638-3307
TELECOPY (202) 783-6947

101 S.W. MAIN ST., SUITE 1100
PORTLAND, OREGON 97204 3274
TELEPHONE (503) 228-2525
TELECOPY (503) 295-1058

March 11, 1996

Louis E. Gitomer
Direct Dial: (202)466-6532

7690-1
MAR 11 1996 - 3 50 PM

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

Dear Secretary Williams:

I have enclosed two originals and two certified copies of the first document described below and three originals and three certified copies of the second document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The first document is a Lien Release, a secondary document, dated as of July 15, 1995. The primary documents to which this document is connected are recorded under Recordation Nos. 7747 and 7748. We request that this document be recorded under Recordation Nos. 7747-D and 7748-D.

The name and address of the party to the Lien Release is:

Secured Party:

First Security Bank of Utah, N.A.
79 South Main Street
Salt Lake City, UT 84111

A description of the equipment covered by the document consists of 640 100-ton covered hopper cars numbered CNW 173800-174499, inclusive.

The second document is an Assignment and Assumption Agreement, a secondary document, dated July 15, 1995. The primary documents to which this document is connected are recorded under Recordation Nos. 7747, 7748, and 7690. We request that this document be recorded under Recordation Nos. 7747-E, 7748-E, and 7690-I.

BALL, JANIK & NOVACK

Honorable Vernon A. Williams
March 11, 1996
Page 2

The names and addresses of the parties to the Assignment and Assumption Agreement are:

Seller:

First Security Leasing Company of Nevada, successor in interest to
First Security Leasing Company
381 East Broadway
Salt Lake City, UT 84111

Buyer:

GATX Third Aircraft Corporation, successor in interest to
GATX Capital Corporation, formerly known as GATX Leasing Corporation
Four Embarcadero Center
Suite 2200
San Francisco, CA 94111

A description of the equipment covered by the document consists of 640 100-ton covered hopper cars numbered CNW 173800-174499, inclusive.

A fee of \$105.00 is enclosed. Please return the two originals of the first document and the three originals of the second document to:

Louis E. Gitomer
Of Counsel
Ball, Janik & Novack
1101 Pennsylvania Avenue, N.W.
Suite 1035
Washington, DC 20004

A short summary of the documents to appear in the index follows: (1) a Lien Release by First Security Bank of Utah, N.A., 79 South Main Street, Salt Lake City, UT 84111; and (2) an Assignment and Assumption Agreement between First Security Leasing Company of Nevada, successor in interest to First Security Leasing Company, 381 East Broadway, Salt Lake City, UT 84111, and GATX Third Aircraft Corporation, successor in interest to GATX Capital Corporation, formerly known as GATX Leasing Corporation, Four Embarcadero

BALL, JANIK & NOVACK

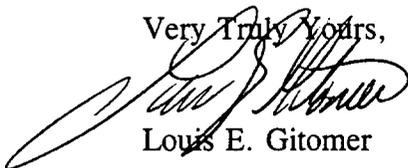
Honorable Vernon A. Williams

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Page 3

Center, Suite 2200, San Francisco, CA 94111, both covering 640 100-ton covered hopper cars numbered CNW 173800-174499, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Louis E. Gitomer", written in a cursive style. The signature is positioned above the printed name.

Louis E. Gitomer

Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20423-0001

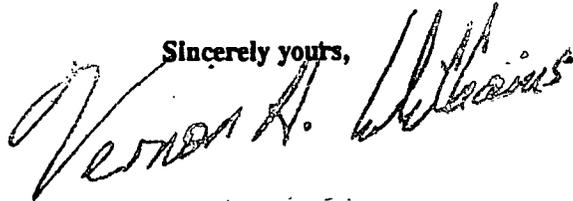
3/11/96

Louis E. Gitomer
Ball, Janik & Novack
1101 Pennsylvania Ave., N.W., Ste. 1035
Washington, DC., 20004

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 3/11/96 at 3:50PM, and assigned recordation number(s). 7747-D, 7747-E, 7748-D, 7748-E, 7690-I.

Sincerely yours,

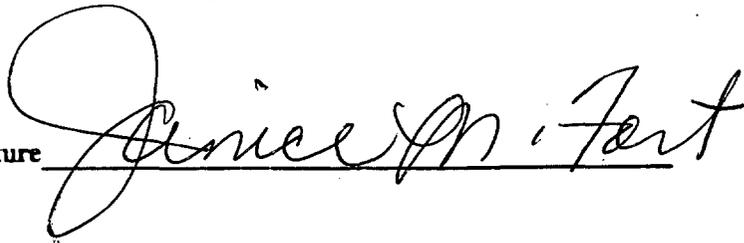


Vernon A. Williams
Secretary

Enclosure(s)

\$ 105.00. The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



7690-7

MAR 11 1996 3 50 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Agreement"), dated July 15, 1995 (the "Closing Date"), is by and between GATX THIRD AIRCRAFT CORPORATION, a Delaware corporation (successor in interest to GATX Capital Corporation, formerly known as GATX Leasing Corporation) ("Buyer"), and FIRST SECURITY LEASING COMPANY OF NEVADA, a Nevada corporation (successor in interest to First Security Leasing Company) ("Seller").

RECITALS

WHEREAS, Seller, First Security Corporation, as Guarantor, and GATX Leasing Corporation, are parties to a Residual Acquisition Agreement, dated September 29, 1989 as amended by Amendment No. 1 dated as of September 30, 1989 (the "Residual Acquisition Agreement");

WHEREAS, GATX Capital Corporation, formerly known as GATX Leasing Corporation, has assigned its rights and obligations under Schedule CNW3-2 of the Residual Acquisition Agreement to Buyer, pursuant to an Assignment Agreement dated the date hereof;

WHEREAS, the Residual Acquisition Agreement, provides among other things, for (i) the sale by Seller to Buyer of all Seller's right title and interest in Seller's beneficial ownership interest in the Trust Estate established pursuant to that certain Trust Agreement dated as of July 1, 1974 (the "Trust Agreement") between First Security Leasing Company, as Trustor, and Trust Company Bank, as Trustee, which Trust Estate includes the Units described on Schedule CNW3-2 of the Residual Acquisition Agreement and Exhibit A hereto; (ii) the sale by Seller to Buyer of all Seller's right, title and interest in all distributions from each Trust Estate on or after the Lease Expiration Date, as defined in the Residual Acquisition Agreement, applicable to such Trust Estate; and (iii) the assignment by Seller to Buyer of all right, title and interest of Seller in and to all sums otherwise due to be received by Seller after the Lease Expiration Date on account of any renewal of the Lease of Railroad Equipment (No. 2) dated July 1, 1974 between Chicago and North Western Transportation Company ("Lessee") and Trustee, as lessor, (the "Lease");

WHEREAS, pursuant to Section 13 of the Lease, Lessee has renewed the Lease for an additional 5 year term beginning on the Lease Expiration Date;

WHEREAS, pursuant to Section 6.01 (a) of the Trust Agreement, Buyer qualifies as a "Permitted Transferee" thereunder; and

WHEREAS, Buyer desires to assume the rights and obligations of Seller as lessor under the Lease and desires to be deemed the "Corporation" under the Trust Agreement;

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. (a) Unless otherwise defined herein, capitalized terms used herein shall have the meanings given to them in the Residual Acquisition Agreement and the relevant Operative Documents, as defined therein.

(b) Other Definitions.

"Prior Claim" shall mean every right or benefit of any nature or description in respect of the Units, Lease, or related Operative Documents existing on or before the Closing Date, whether known or unknown.

"Prior Obligation" shall mean every claim, cause of action, liability or obligation of any nature or description, relating to the Units, the Lease or related Operative Documents existing on or before the Closing Date, whether known or unknown.

2. Assignment and Delegation. (a) At the direction of Buyer, Seller does hereby, without recourse, representation or warranty of any kind except as expressly set forth in the Residual Acquisition Agreement and the Bill of Sale executed by Seller with respect to the Units, GRANT, BARGAIN, ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY, AS IS - WHERE IS, UNTO BUYER, ITS SUCCESSORS AND ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Seller's right, title, interest and obligations in, to and respecting Seller's beneficial ownership interest in the Trust Estate including Seller's right, title and interest to and respecting the Lease, the Trust Agreement and the other related Operative Documents to which Seller is a party or by which Seller is bound. Seller reserves from the foregoing assignments and transfers, and shall continue to be entitled to the benefit of, all Prior Claims.

(b) At the direction of Buyer, Seller does hereby assign, transfer and delegate to Buyer all of the obligations, duties and responsibilities of Seller under the Lease, the Trust Agreement, and the related Operative Documents to which Seller is a party or by which Seller is bound, other than Prior Obligations.

(c) Seller shall remain obligated to pay, perform and discharge (and does not assign, transfer or delegate to Buyer hereunder) the Prior Obligations.

3. Acceptance and Assumption. (a) Buyer hereby (i) accepts the assignment and transfer of Seller's right, title, interest and obligations under Section 2(a) hereof, (ii) assumes all of the obligations, duties and responsibilities transferred and delegated to Buyer by Seller under Section 2(b) hereof, (iii) agrees that it has become a party to the Lease, Trust Agreement and the other related Operative Documents and is bound by all of the terms of the Lease, the Trust Agreement and the other related Operative Documents.

(b) Seller shall not be responsible to any person for, and is hereby released from any responsibility for, the discharge or performance of any duty or obligation pursuant to or in connection with the Lease, the Trust Agreement and the other related Operative Documents, other than Seller's

Prior Obligations. Buyer shall not be responsible to any person for the discharge or performance of any Prior Obligation.

4. Notice to Lessee. Notice of the transaction described herein shall be prepared and sent to Lessee as required by the Lease. Seller shall sign such notice at Buyer's request.

5. Consent of Trustee. Seller shall obtain the consent of Trustee to the transfer as required by Section 6.01 of the Trust Agreement and which shall be evidenced by Trustee's signature on the last page of this Agreement..

6. Buyer Representations and Warranties. Buyer hereby represents and warrants the following for the benefit of Seller and the Lessee:

(a) Buyer is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware, and has the corporate power to execute and deliver this Agreement and perform its obligations hereunder.

(b) The execution and delivery by Buyer of this Agreement and the performance by Buyer of the obligations it is assuming hereunder have been duly authorized by all necessary corporate action on the part of Buyer and this Agreement has been duly executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer enforceable against it in accordance with its terms except as such enforceability may be limited by (i) bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) general principles of equity.

(c) The execution and delivery by Buyer of this Agreement and the performance of the obligations Buyer is assuming hereunder do not violate, conflict with or constitute a default under any provision of the Certificate of Incorporation or Bylaws of Buyer, or under any agreement or instrument to which Buyer is a party if such default would prohibit or materially interfere with the consummation of the transactions contemplated in this Agreement.

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

(e) Buyer qualifies as a "Permitted Transferee" under Section 6.01(a) of the Trust Agreement.

7. Governing Law. This instrument shall be governed by, and construed and interpreted in accordance with, the internal laws of the State of New York, without giving effect to the conflicts of laws provisions thereof.

8. 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 on the day and year first above written.

BUYER: GATX THIRD AIRCRAFT CORPORATION

By: Thomas C. Nord
Its: VICE PRESIDENT

SELLER: FIRST SECURITY LEASING COMPANY OF NEVADA

By: SB Nord
Its: Vice President

Trust Company Bank, as the Trustee under the Trust Agreement, in accordance with Section 6.01 of the Trust Agreement hereby acknowledges and agrees that pursuant to this Assignment Buyer has become a party to the Trust Agreement, has agreed to be bound by all the terms of and will undertake the obligations of Seller contained in the Trust Agreement, all in a manner which is satisfactory to Trust Company Bank.

Dated as of July 15, 1995 TRUST COMPANY BANK

By: _____
Its: _____

8. 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 on the day and year first above written.

BUYER: GATX THIRD AIRCRAFT CORPORATION

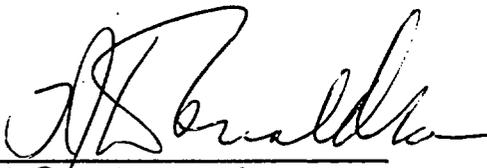
By: _____
Its: _____

SELLER: FIRST SECURITY LEASING COMPANY OF NEVADA

By: _____
Its: _____

Trust Company Bank, as the Trustee under the Trust Agreement, in accordance with Section 6.01 of the Trust Agreement hereby acknowledges and agrees that pursuant to this Assignment Buyer has become a party to the Trust Agreement, has agreed to be bound by all the terms of and will undertake the obligations of Seller contained in the Trust Agreement, all in a manner which is satisfactory to Trust Company Bank.

Dated as of July 15, 1995 TRUST COMPANY BANK

By: 
Its: Group Vice President

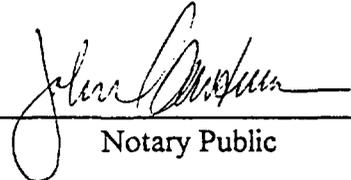
FIRST SECURITY LEASING COMPANY OF NEVADA

State of _____)

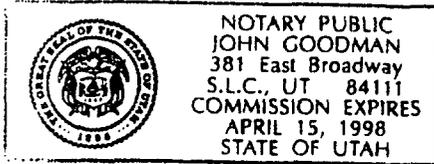
County of _____)

On July 20, 1995 before me, John Goodman, Notary Public, personally appeared Gary B. Judd, 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 and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public



TRUST COMPANY BANK

State of Georgia)
)
County of Fulton)

On July 18, 1995 before me, Annie Sue Taylor, Notary Public, personally appeared T. J. Donaldson, 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 and acknowledged to me that he executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Annie Sue Taylor
Notary Public



Notary Public, Clayton County, Georgia
My Commission Expires Oct. 19, 1996

EXHIBIT A
SCHEDULE CNW3-2

Equipment Description: 4750 cu.ft. 100-ton Covered Hopper Cars

Car Numbers 174150-17499 Units (317)

Equipment Description: 4750 cu.ft. 100-ton Covered Hopper Cars

Car Numbers: 173800-174149 Units (323)

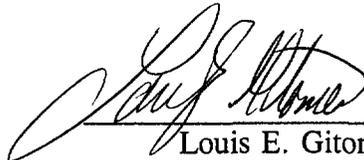
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| 55 | 173854 | 173909 | 173964 | 174019 | 174074 | 174129 | |

CERTIFICATION

I, LOUIS E. GITOMER, have compared this copy to the original Assignment and Assumption Agreement, dated July 15, 1995, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Louis E. Gitomer
March 11, 1996