Squire, Sanders & Dempsey
L.L.P.
Counsellors at Law
4900 Key Tower
127 Public Square
Cleveland, Ohio 44114-1304

Telephone (216) 479-8500
Telecopier (216) 479-8780

Direct Dial Number
(216) 479-8447

RECORDATION NO. 18282-F FILED
FEB 5 '98 10-06 AM

February 2, 1998

Surface Transportation Board
Recordations Office
Mercury Building
1925 K St., N.W.
Washington, D.C. 20423

Attn: Vernon A. Williams

RE: Assignment between Mellon Bank, N.A. and Chase Manhattan Trust Company, N.A.

Dear Secretary:

I have enclosed two originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an Assignment and Assumption Agreement, a secondary document, dated as of November 24, 1997. The primary document to which this is connected is recorded under Recordation No. 18282. We request that this assignment be cross-indexed.

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

Assignor: Mellon Bank, N.A.
1660 West Second Street
Suite 920
Cleveland, Ohio 44113

Assignee: Chase Manhattan Trust Company, N.A.
1660 West Second Street
Suite 920
Cleveland, Ohio 44113

A description of the equipment covered by the document. (a) five-unit articulated double-stack container-well cars for transporting cargo containers, (b) single-unit heavy-lift double-stack container-well cars, (c) five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 48' in length and (d) five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 53' in length, but shall not include any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the Owner Trustee.

A fee of $24.00 is enclosed. Please return the original and any extra copies not needed by the Board to me at Squire, Sanders & Dempsey, 4900 Key Tower, 127 Public Square, Cleveland, Ohio 44114.

A short summary of the document to appear in the index follows: Assignment and Assumption Agreement between Mellon Bank, N.A., 1660 West Second St., Suite 920, Cleveland, Ohio 44113, of its rights and obligations as Owner Trustee under the Lease of Railroad Equipment with Recordation No. 18282 covering (a) five-unit articulated double-stack container-well cars for transporting cargo containers, (b) single-unit heavy-lift double-stack container-well cars, (c) five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 48' in length and (d) five-unit, articulated all purpose spine cars with retractable hitches for transporting trailers or containers each 53' in length, but shall not include any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the Owner Trustee and Chase Manhattan Trust Company, N.A., 1660 West Second St., Suite 920, Cleveland, Ohio 44113, dated November 24, 1997.

Very Truly Yours,

James B. Mooney
Representative of Chase Manhattan Trust Company, N.A.

RECORDATION NO 18282-F FILED

FEB 5 '98 10-06 AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of November 24, 1997 (the "Agreement"), by and between Mellon Bank, N.A. and Mellon Bank, F.S.B. (collectively referred to as the "Seller"), and Chase Manhattan Trust Company, N.A. (the "Buyer").

WHEREAS, pursuant to a Purchase Agreement, Seller has agreed to sell and Buyer has agreed to purchase certain trust and agency relationships previously conducted by Seller (the "Trust/Agency Relationships"); and

WHEREAS, Seller wishes to transfer to Buyer its rights and obligations under the Trust/Agency Relationships listed on Schedule A hereto pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises, Buyer and Seller agree as follows:

1. Seller does hereby grant, sell, transfer, assign and deliver to Buyer all of Seller's legal right, title and interest in, to and under the Trust/Agency Relationships listed on Schedule A hereto and Buyer does hereby accept all such right, title and interest of Seller in, to and under such Trust/Agency Relationships.

2. As of the date hereof, Seller does hereby resign from and assign to Buyer the performance and discharge of all its former duties and obligations under the Trust/Agency Relationships being transferred hereby and Buyer does hereby agree to perform and discharge, as the same shall become due, all such former duties and obligations of Seller under such Trust/Agency Relationships.

3. Seller does hereby assign to Buyer and Buyer does hereby undertake, assume, and agree to fully pay, perform and discharge, if, as when due, all the assumed liabilities that relate in each instance to the Trust/Agency Relationships being transferred.

4. This Agreement shall be governed by and construed in accordance with the Law of the State of Ohio.

5. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

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

MELLON BANK, F.S.B.

By: _____

Title: VICE PRESIDENT

MELLON BANK, N.A.

By: _____

Title: VICE PRESIDENT

CHASE MANHATTAN TRUST COMPANY, N.A.

By: _____

Title: Authorized Signer

SCHEDULE A

ASSIGNMENT AND ASSUMPTION AGREEMENT
BY AND BETWEEN MELLON BANK, N.A., MELLON BANK, F.S.B.
AND CHASE MANHATTAN TRUST COMPANY, N.A.

Client Family: TTX

Client Name: TTX Company / JP Morgan Interfunding Corp 38B

Assignee: Chase Manhattan Trust Company, N.A.

Account Type: Trust, Owner Trustee

CORPORATE FORM OF ACKNOWLEDGEMENT

I, D.C. Szyroki, certify that I am Assistant Officer of Mellon Bank N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on ~~December~~ January 16, 1998.

(seal)

by: D.C. Szyroki

Assistant Officer

its: _____

CORPORATE FORM OF ACKNOWLEDGEMENT

I, D.C. Szyroki, certify that I am Assistant Officer of Mellon Bank F.S.B, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on ~~December~~ JANUARY 16, 1998.

(seal)

by: _____

Assistant Officer

its: _____

CORPORATE FORM OF ACKNOWLEDGEMENT

I, B. Impala, certify that I am Authorized Signer of Chase Manhattan Trust Company, N.A., that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that the instrument was signed and sealed on behalf of the corporation by authority of the Board of Directors, and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the corporation. I further declare under penalty of perjury that the foregoing is true and correct. Executed on ~~December~~ JANUARY 16, 1998.

(seal)

Chase Manhattan Trust Company, N.A.

by: B Impala

its: Authorized Signer