RECORDATION NO. 11369-F FILED

AUG 22 '97 1-45 PM

ALVORD AND ALVORD
ATTORNEYS AT LAW
918 SIXTEENTH STREET, N.W.
SUITE 200
WASHINGTON, D.C.
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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

RECEIVED SURFACE TRANSPORTATION BOARD AUG 22 1 43 PM '97

Original + Counterparts - 1

August 21, 1997

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

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment and Assumption Agreement, dated as of August 21, 1997, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Conditional Sale Agreement previously filed with the Board under Recordation Number 11369.

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

Assignor: The CIT Group/Equipment Financing, Inc.
1211 Avenue of the Americas
New York, New York 10036

Assignee: BankBoston, N.A.
(f/k/a The First National Bank of Boston)
100 Federal Street
Boston, Massachusetts 02110

A description of the railroad equipment covered by the enclosed document is set forth on Schedule C attached to the Agreement.

Also enclosed is a check in the amount of $24.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

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

OFFICE OF THE SECRETARY

Robert W. Alvord
Alvord And Alvord
918 Sixteenth Street, NW., Ste. 200
Washington, DC., 20006-2973

DATE: 8/22/97

Dear Sir;

The enclosed document(s) was recorded pursuant to the provisions of 49 U.S.C. 11301 and 49 CFR 1177.3 (c), on 8/22/97 at 1:45PM, and assigned recordation number(s). 11369-E, 11370-F and13120-E.

Sincerely Yours,

Vernon A. Williams

Vernon A. Williams
Secretary

Enclosure(s)

$ 72.00 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. In the event of an error or any questions concerning this fee, you will receive a notification after the Surface Transportation Board has an opportunity to examine your document.

Signature Janice M. Fort

RECORDATION NO. 11364-F FILED

AUG 22 '97 1-45 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT

This **ASSIGNMENT AND ASSUMPTION AGREEMENT** (this "***Agreement***"), dated as of August 21, 1997, is by and between **THE CIT GROUP/EQUIPMENT FINANCING INC**, a New York corporation ("***Purchaser***"), and **BANKBOSTON, N.A., F/K/A/ THE FIRST NATIONAL BANK OF BOSTON**, a national banking association ("***Seller***").

RECITALS

Seller and Purchaser are parties to a Purchase and Sale Agreement, dated as of August 21, 1997 (the "***Purchase Agreement***"); and

The Purchase Agreement provides, among other things, for the execution and delivery of an assignment and assumption 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 A*** ("***Lease Documents***") and under the Restructuring Documents set forth on the attached ***Schedule B*** ("***Restructuring 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**. The following terms shall have the meanings set forth below:

Agreement - see preamble.

Interests - see Section 2.

Lease Documents - see recitals.

Lease Property - the railcars described on the attached ***Schedule C***.

Participation Agreements - as defined in the Purchase Agreement.

Purchase Agreement - see recitals.

Purchaser - see preamble.

Restructuring Documents - see recitals.

Seller - see preamble.

Trust Agreements - as defined in the Purchase Agreement.

Trust Estates - as defined in the Purchase Agreement.

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 in and to the following (collectively, the "***Interests***"):

(a) Seller's beneficial ownership interest in and to the Trust Estates;

(b) Seller's interest as an owner of the Lease Property;

(c) Seller's interest in the Lease Documents, except for indemnification rights that Seller hereby retains in connection with events which occurred prior to the date hereof; and

(d) Seller's interest and obligations under each of the Restructuring Documents.

3. **Assumption.** Purchaser hereby confirms that it shall be deemed a party to each of the Participation Agreements and the Trust Agreements on completion of the Closing, and it agrees to be bound by all of the terms of such Participation Agreements and the Trust Agreements and undertakes to assume all of the obligations of the Seller, contained in the Lease Documents and the Restructuring 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 the Seller, as an Owner, in connection with the Lease Documents or the Restructuring Documents occurring or arising on or after the date hereof. Purchaser hereby represents that it has a combined capital and surplus of at least $50,000,000 and a long term debt rating of Baa-2 or higher as issued by Moody's Investor Service.

4. **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 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.

5. **Governing Law.** This instrument shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

6. **Counterparts**. This Agreement may be executed in separate counterparts, each of which when so executed and delivered shall be an original for all purpose, 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.

SELLER:

BANKBOSTON, N.A.

By: _____
Name: DIRECTOR LEVERAGED LEASING
Title: _____

PURCHASER:

THE CIT GROUP/EQUIPMENT FINANCING, INC.

By: _____
Name: _____
Title: _____

STATE OF NEW YORK
COUNTY OF _____, ss

On August ___, 1997, before me _____, personally appeared _____, _____ of The CIT Group/Equipment Financing, Inc., a New York corporation, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

(this area for official notarial seal)

COMMONWEALTH OF MASSACHUSETTS)
) ss
COUNTY OF SUFFOLK)

On this 21st day of August, 1997, before me, Robin O'Connell-McCarthy, Notary Public, personally appeared William L. Downes, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his 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.

Robin O'Connell-McCarthy
Notary Public
My Commission Expires:
August 10, 2001

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

SELLER: **BANKBOSTON, N.A.**

By: _____
Name: _____
Title: _____

PURCHASER: **THE CIT GROUP/EQUIPMENT FINANCING, INC.**

By: Nancy Nardella Cobleza
Name: Nancy Nardella Co
Title: Vice President

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

On this 19th day of August, 1997, before me personally appeared NANCY NARDELLA COBLAZO, to me personally known, who, being by me duly sworn, says that (s)he is Vice-President of The CIT Group/Equipment Financing, 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.

Barbara Garner
Notary Public

My commission expires _____

BARBARA GARNER
Notary Public, State of New York
~~No. 01GA5065133~~
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires Sept. 3, 1998

Schedule A

PARTICIPATION AGREEMENT, dated as of December 1, 1979, among RAILBOX COMPANY, as Lessee, MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, WESTINGHOUSE CREDIT CORPORATION, NB5 FINANCIAL SERVICES, THE WAYNE COUNTY NATIONAL BANK OF WOOSTER, THE OLD PHOENIX NATIONAL BANK OF MEDINA, THE FIRST NATIONAL BANK & TRUST CO. OF HAMILTON, HAMILTON, OHIO, AND THE FIFTH THIRD BANK (collectively, the ***"Owners"***), FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee for the Owners, and the parties named in Schedule A thereto, as Investors.

CONDITIONAL SALE AGREEMENT, dated as of December 1, 1979, among FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee, and PULLMAN INCORPORATED, ACF INDUSTRIES, INCORPORATED, and PACCAR INC. (collectively, the ***"Builders"***).

LEASE, dated as of December 1, 1979, between RAILBOX COMPANY, as Lessee, and FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee.

AMENDMENT AGREEMENT (A), dated as of March 1, 1980, among RAILBOX COMPANY (***"Lessee"***), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (***"Agent"***), acting as Agent for certain institutional investors (***"Investors"***), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee (***"Trustee"***) under a Trust Agreement (A) dated as of December 1, 1979, with WESTINGHOUSE CREDIT CORPORATION, NB5 FINANCIAL SERVICES, THE WAYNE COUNTY NATIONAL BANK OF WOOSTER, THE OLD PHOENIX NATIONAL BANK OF MEDINA, THE FIRST NATIONAL BANK & TRUST CO. OF HAMILTON, HAMILTON, OHIO, THE METROPOLITAN BANK OF LIMA, OHIO, THE FIFTH WORLD BANK (collectively, ***"Owners"***), PULLMAN, INCORPORATED (Pullman Standard Division) (***"Pullman"***), ACF INDUSTRIES, INCORPORATED (***"ACF"***) and PACCAR, INC. (***"PACCAR"***).

ASSIGNMENT OF LEASE AND AGREEMENT, dated as of December 1, 1979, by and between FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent.

AGREEMENT AND ASSIGNMENT, dated as of December 1, 1979, between PULLMAN INCORPORATED, ACF INDUSTRIES, INCORPORATED, and PACCAR

INC. (collectively, the ***"Builders"***) and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent.

TRUST AGREEMENT, dated as of December 1, 1979, between WESTINGHOUSE CREDIT CORPORATION, NB5 FINANCIAL SERVICES, THE WAYNE COUNTY NATIONAL BANK OF WOOSTER, THE OLD PHOENIX NATIONAL BANK OF MEDINA, THE FIRST NATIONAL BANK & TRUST CO. OF HAMILTON, HAMILTON, OHIO, THE FIFTH THIRD BANK (collectively, the ***"Owners"***) and FIRST SECURITY BANK OF UTAH, N.A., as Trustee (the ***"Owner-Trustee"***).

LESSEE'S CONSENT AND AGREEMENT, dated as of December 1, 1979, executed by RAILBOX COMPANY, as Lessee, and accepted by MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent.

PARTICIPATION AGREEMENT, dated as of December 1, 1979, among RAILBOX COMPANY, as Lessee, MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, BORG-WARNER LEASING CORPORATION, as Owner, FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee for the Owner, and the parties named in Schedule A thereto (the ***"Investors"***).

CONDITIONAL SALE AGREEMENT, dated as of December 1, 1979, among FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee, and PULLMAN INCORPORATED, ACF INDUSTRIES, INCORPORATED, and PACCAR INC. (collectively, the ***"Builders"***).

LEASE, dated as of December 1, 1979, between RAILBOX COMPANY as Lessee, and FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee.

AMENDMENT AGREEMENT (B), dated as of March 1, 1980, among RAILBOX COMPANY (***"Lessee"***), MERCANTILE SAFE-DEPOSIT AND TRUST COMPANY (***"Agent"***), and as Agent for certain institutional investors (***"Investors"***), FIRST SECURITY BANK OF UTAH, N.A., not in its individual capacity, but solely as Trustee (***"Trustee"***) under a Trust Agreement (B) dated as of December 1, 1979, with Borg-Warner Leasing Corporation (***"Owner"***), PULLMAN INCORPORATED (PULLMAN STANDARD DIVISION) (***"Pullman"***), ACF INDUSTRIES INCORPORATED (***"ACF"***), and PACCAR INC. INC. (***"PACCAR"***).

ASSIGNMENT OF LEASE AND AGREEMENT, dated as of December 1, 1979, by and between FIRST SECURITY BANK OF UTAH, N.A., as Owner-Trustee, and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent.

AGREEMENT AND ASSIGNMENT, dated as of December 1, 1979, between PULLMAN INCORPORATED, ACF INDUSTRIES, INCORPORATED, and PACCAR INC. (collectively, the ***"Builders"***) and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent.

TRUST AGREEMENT, dated as of December 1, 1979, between BORG-WARNER LEASING CORPORATION (the ***"Owner"***) and FIRST SECURITY BANK OF UTAH, N.A., as Trustee (the ***"Owner-Trustee"***).

AMENDMENT NO. 1 TO TRUST AGREEMENT, dated as of December 1, 1979, between BORG-WARNER LEASING CORPORATION (the ***"Owner"***) and FIRST SECURITY BANK OF UTAH, N.A. (the ***"Trustee"***).

LESSEE'S CONSENT AND AGREEMENT, dated as of December 1, 1979, executed by RAILBOX COMPANY, as Lessee, and accepted by MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent.

BILL OF SALE, ASSIGNMENT AND ASSUMPTION, dated as of December 29, 1988, by and between BWAC Sub Two, Inc. (***"Seller"***) and Westinghouse Credit Corporation (***"Purchaser"***).

PARTICIPATION AGREEMENT, dated as of April 1, 1981, among RAILBOX COMPANY, as Lessee, FIRST SECURITY BANK OF UTAH, N.A., as Agent, BORG-WARNER LEASING CORPORATION, as Owner, FIRST SECURITY STATE BANK, as Owner-Trustee for the Owner, and TEACHERS RETIREMENT SYSTEM OF TEXAS, as Investor.

CONDITIONAL SALE AGREEMENT, dated as of April 1, 1981, between FIRST SECURITY STATE BANK, as Owner-Trustee and FMC CORPORATION (the ***"Builder"***).

LEASE, dated as of April 1, 1981, among RAILBOX COMPANY, as Lessee, and FIRST SECURITY STATE BANK, as Owner-Trustee.

ASSIGNMENT OF LEASE AND AGREEMENT, dated as of April 1, 1981, by and between FIRST SECURITY STATE BANK, as Owner-Trustee, and FIRST SECURITY BANK OF UTAH, N.A., as Agent.

AGREEMENT AND ASSIGNMENT, dated as of April 1, 1981, between FIRST SECURITY BANK OF UTAH, N.A., as Agent, and FMC CORPORATION (the ***"Builder"***).

TRUST AGREEMENT, dated as of April 1, 1981, between BORG-WARNER LEASING CORPORATION, as Owner, and FIRST SECURITY STATE BANK, as Trustee (the "***Owner-Trustee***").

AMENDMENT TO TRUST AGREEMENT, dated as of April 1, 1981, between BORG-WARNER LEASING CORPORAITON (***"Owner"***) and FIRST SECURITY STATE BANK (***"Trustee"***).

LESSEE'S CONSENT AND AGREEMENT, dated as of April 1, 1981, executed by RAILBOX COMPANY, as Lessee, and accepted by FIRST SECURITY BANK OF UTAH, N.A., as Agent.

BILL OF SALE, ASSIGNMENT AND ASSUMPTION, dated as of December 29, 1988, by and between BWAC Sub Two, Inc. (***"Seller"***) and Westinghouse Credit Corporation (***"Purchaser"***).

Schedule B

Restructuring Documents

OVERRIDE AND SECURITY AGREEMENT, dated as of January 1, 1984, by and among RAILBOX COMPANY, TRAILER TRAIN COMPANY, MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agents, ETC Trustees, and as agent for the ETC Trustees and the Agents, FIRST ILLINOIS BANK OF EVANSTON, N.A. as Owner-Trustees, FIRST SECURITY BANK OF UTAH NATIONAL ASSOCIATION, as Owner-Trustees, THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as an Owner Trustee and FIRST SECURITY STATE BANK, as an Owner-Trustee.

RAILBOX LENDER PARTICIPATION AND TRUST AGREEMENT, dated as of January 1, 1984, by and among MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, in its capacity as the Lender Trustee, TRAILER TRAIN COMPANY, the Persons listed on Schedule 1 thereto, and the persons listed on Schedule 2 thereto.

DEBT PAYMENT AGREEMENT, dated as of January 1, 1984, by and amount RAILBOX COMPANY (***"Railbox"***), MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the ***"Lender Trustee"***), as trustee (each an ***"ETC Trustee"*** and collectively, the ***"ETC Trustees"***) under each of the seven equipment trust agreements listed on Schedule 1 thereto, as agent (each an ***"Agent"*** and collectively, the ***"Agents")*** under each of the seven participation agreements listed on Schedule 2 thereto and under the conditional sale agreement listed on Schedule 3 thereto, as agent for the ETC Trustees and the Agents, and as the holder of the Railbox Certificates (as defined therein), and FIRST ILLINOIS BANK OF EVANSTON, N.A., as trustee under each of the agreements listed on subschedules 2A and 2B thereto, FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as trustee under each of the agreements listed on subschedules 2C, 2D, and 2E hereto, THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as trustee under each of the agreements listed on subschedule 2F hereto, and FIRST SECURITY STATE BANK, as trustee under each of the agreements listed on subschedule 1C hereto (each an ***"Owner-Trustee"*** and collectively, the ***"Owner-Trustees"***).

STOCK PLEDGE AGREEMENT, dated as of January 1, 1984, by and between TRAILER TRAIN COMPANY (***"Trailer Train"***), and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY (the ***"Lender Trustee"***), as agent for

the trustee under each of the equipment trust agreements listed on Schedule 1 thereto (each an ***"ETC Trustee"*** and collectively the ***"ETC Trustees"***) and for the agent under each of the participation agreements and conditional sale agreements listed on Schedules 2 and 3 thereto (each an ***"Agent"*** and collectively, the ***"Agents"***).

REVOLVING CREDIT AGREEMENT, dated as of January 1, 1984, by and among RAILBOX COMPANY (***"Railbox"***) and the parties listed on Schedule 1 thereto (each an ***"Owner"*** and collectively, the ***"Owners"***).

RAILBOX SECURITY AGREEMENT, dated as of January 1, 1984, by and among RAILBOX COMPANY (***"Railbox"***), TRAILER TRAIN COMPANY (***"Trailer Train"***), the parties defined as Owners pursuant to the provisions of the Override and Security agreement (each an ***"Owner"*** and collectively, the ***"Owners"***), and FIRST ILLINOIS BANK OF EVANSTON, N.A., formerly known as FIRST NATIONAL BANK AND TRUST COMPANY OF EVANSTON, as trustee under each of the agreements listed on subschedules 2A and 2B hereto, FIRST SECURITY BANK OF UTAH, NATIONAL ASSOCIATION, as trustee under each of the agreements listed on subschedules 2C, 2D, and 2E thereto, THE CONNECTICUT BANK AND TRUST COMPANY, NATIONAL ASSOCIATION, as trustee under each of the agreements listed on subschedule 2F thereto, and FIRST SECURITY STATE BANK, as trustee under each of the agreements listed on subschedule 2G thereto each an ***"Owner-Trustee"*** and collectively, the ***"Owner-Trustees"***).

Schedule C

Lease Property

SUMMARY OF TERMS

LESSEE	Railbox. Company Reference Lease No. 12A
EQUIPMENT INFORMATION	**Description**

Originally Nine hundred seventeen (917) boxcars consisting of the following:

(I) One hundred ninety-nine (199) 50'6" 70-ton capacity general service Plate C box cars with 10' doors: AAR Mechanical designation XM; AAR Car Type Code B314; manufactured by PACCAR, Inc. from December 1979 through February 1980; cars numbered RBOX 39000-39033; 39249-39363; 39365-374; 39379-39383; 39385-401, 39403-408, 39410, 39411, 39413-416, 39418-19, 39421-424.

(II) One hundred sixty-six (166) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors; AAR Mechanical Designation: XM; AAR Car Type Code B314; manufactured by PACCAR Inc. from December 1979 through March 1980; cars numbered RBOX 39364, 39375-378, 39384, 39402, 39409, 39412, 39417, 39425, 39427-581.

(III) One hundred twenty-six (126) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors; AAR Mechanical Designation: XM; Car Type Code B314; manufactured by PACCAR Inc. from December 1979 through April 1980; cars numbered RBOX 39420, 39426, 39907-989, 39991-994, 39996-40032.

(IV) One hundred and one (101) 50'6" 70-ton capacity general service Plate C boxcars with 10'

doors; AAR Mechanical Designation: XM; AAR Car Type Code B314; manufactured by Pullman Incorporated (Pullman Standard Division) from December 1979 through March 1980; cars numbered RBOX 37181, 37185, 37187, 37199, 37203, 37216-218, 37221, 37223, 37225-229. 37231-238, 37240, 37242, 37244, 37246, 37279, 37283. 37285, 37289-291, 37302, 37311, 37313, 37315-317, 37319-321, 37323, 37327-337, 37339-350, 37353, 37355-360, 37362, 37371, 37373, 37377, 37379, 37381, 37383-396, 37398-405.

(V) One hundred eighty-six (186) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors; AAR Mechanical Designation: XM; AAR Car Type Code B314; manufactured by Pullman Incorporated (Pullman Standard Division) from December 1979 through April 1980; cars numbered RBOX 37172-180, 37182-184, 37186, 37188-37198, 37200-202, 37204-215, 37219-220, 37222, 37224, 37230, 37239, 37241, 37243, 37245, 37247-278, 37280-282, 37284, 37286-288, 37292-301, 37303-310, 37312, 37314, 37318, 37322, 37324-326, 37338, 37351-352, 37354, 37361, 37363-370, 37372, 37374-376, 37378, 37380, 37382, 37397, 37697-749.

(VI) One hundred thirty-nine (139) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors; AAR Mechanical Designation: XM; AAR Car Type Code B314; manufactured by PACCAR Inc. from December 1979 through May 1980; cars numbered RBOX 39990, 39995, 40033-169.

Reported Casualties

Thirty Nine (39) (cars RBOX numbered 39908, 37173, 37183, 40019, 40001, 40012, 40121, 39958, 40064, 39948, 37315, 40057, 37304, 37376, 39030, 39562, 40036, 37317, 39397, 37252, 39342, 37737, 40042, 39343, 37711, 39414, 37295, 39994, 39024, 40135, 39269, 39556, 39023, 37179, 37300, 37177, 39400, 39296, 40089);

$33,862,744.21 original total cost of remaining Units.

Original Cost

(I) $38,220.91 per Unit; $7,605,961.09 total cost of all Units.

(II) $38,192.25 per Unit; $6,339,913.50 total cost of all Units.

(III) $38,246.90 per Unit; $4,819,109.40 total cost of all Units.

(IV) $39,170.59 per Unit; $3,956,229.59 total cost of all Units.

(V) $39,424.13 per Unit; $7,332,888.18 total cost of all Units.

(VI) $38,234.63 per Unit; $5,314,613.57 total cost of all Units.

$35,368,715.33 total cost of all Units.

SUMMARY OF TERMS

LESSEE	Railbox Company Reference Lease No. 12B
EQUIPMENT INFORMATION	**Description**

One thousand sixty-nine (1069) boxcars consisting of the following:

(I) One hundred seventy-five (175) 50'6" 70-ton capacity general service Plate C box cars with 10' doors: AAR Mechanical designation XM; AAR Car Type Code B314; manufactured by PACCAR Inc. from December 1979 through March 1980; cars numbered 39582-39648; 39650-39722; 39725-39734; 39737; 39739-39743; 39745-39754; 39756-39764.

(II) One hundred fifty-two (152) 50'6" 70-ton capacity general service boxcars with 10' doors; AAR Mechanical Designation: XM; AAR Car Type Code B314; manufactured by Pullman Incorporated (Pullman Standard Division) from December 1979 through March 1980: cars numbered 36757, 36765, 36769, 36772-36773, 36779-36784, 36787-36789, 36792, 36807-36811, 36815, 36817, 36819-36838, 36840, 36858, 36863, 36865, 36867, 36869, 36876, 36878, 36880-36883, 36885, 36887, 36889, 36891-36896, 36898, 36902, 36904, 36906-36907, 36915, 36918, 36922, 36924, 36926, 36928, 36930, 36932, 36934, 36936, 36938, 36940, 36942, 36960, 36962, 36968, 36985, 36989, 36991, 36993, 36995, 36997-37001, 37003-37007, 37009-37010, 37012-37017, 37019-37020, 37022, 37024, 37031, 37033-37034, 37036-37038, 37042-37045, 37047, 37051-37055, 37057-37059, 37061-37062, 37064, 37066, 37068, 37070, 37072, 37074, 37076, 37107, 37109, 37111, 37113, 37115, 37117, 37126, 37128, 37130, 37134, 37166, 37168, 37170.

(III) Three hundred ninety-nine (399) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors; AAR Mechanical Designation: XM Car Type Code B314; manufactured by Pullman Incorporated (Pullman Standard Division) from December 1979 through April 1980; cars numbered 35749, 36750-36756, 36758-36764, 36766-36768, 36770-71, 36774-78, 36785-86, 36790-91, 36793-36806, 36812-14, 36816, 36818, 36839, 36841-57, 36859-62, 36864, 36866, 36868, 36870-75, 36877, 36879, 36884, 36886, 36888, 36890, 36897, 36899-36901, 36903, 36905, 36908-14, 36916-17, 36919-21, 36923, 36925, 36927, 36929, 36931, 36933, 36935, 36937, 36939, 36941, 36943-59, 36961, 36963-67, 36969-84, 36986-88, 36990, 36992, 36994, 36996, 37002, 37008, 37011, 37018, 37021, 37023, 37025-30, 37032, 37035, 37040, 37046, 37048, 37050, 37063, 37065, 37067, 37069, 37071, 37073, 37075, 37077-104, 37106, 37108, 37110, 37112, 37114, 37116, 37118-122, 37124-25, 37127, 37129, 37131, 37133, 37135, 37137, 37139, 37141, 37143, 37149, 37151-165, 37167, 37169, 37171, 37413, 37415, 37420, 37422, 37424, 37426, 37453-462, 37464-65, 37467, 37469, 37471, 37474-76, 37478, 37480, 37482, 37489, 37491, 37493, 37497, 37499, 37501, 37503, 37505, 37507, 37509, 37511, 37513, 37515-520, 37522, 37524, 37526, 37528, 37530, 37532, 37534, 37536, 37553, 37565, 37567, 37579, 37592, 37599, 37605, 37607, 37609, 37611, 37613, 37615-696.

(IV) Thirty-two (32) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors; AAR Mechanical Designation: XM AAR Car Type Code B314; manufactured by PACCAR Inc. from February 1980 through May 1980; cars numbered RBOX 39784, 39902, 40170-40199.

(V) One hundred forty-eight (148) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors: AAR Mechanical Designation: XM: AAR Car Type Code B314; manufactured by PACCAR

Inc. from February 1980 through April 1980; cars numbered RBOX 39649, 39723-24, 39735-36, 39738, 39744, 39755, 39765-83, 39785-39901, 39903-06.

(VI) One hundred sixty-three (163) 50'6" 70-ton capacity general service Plate C boxcars with 10' doors; AAR Mechanical Designation: XM; AAR Car Type Code B314; manufactured by Pullman Incorporated (Pullman Standard Division) from December 1979 through March 1980; cars numbered 37039, 37041, 37049, 37056, 37060, 37105, 37123, 37132, 37136, 37138, 37140, 37142, 37144-148, 37150, 37406-412, 37414, 37416-419, 37421, 37423, 37425, 37427-452, 37463, 37466, 37468, 37470, 37472-73, 37477, 37479, 37481, 37483-88, 37490, 37492, 37494-96, 37498, 37500, 37502, 37504, 37506, 37508, 37510, 37512, 37514, 37521, 37523, 37525, 37527, 37529, 37531, 37533, 37535, 37537-552, 37554-564, 37566, 37568-78, 37580-91, 37593-98, 37600-604, 37606, 37608, 37610, 37612, 37614.

Reported Casualties

Fifty (cars numbered 37025, 39616, 39828, 39831, 37039, 39875, 37586, 37534, 37102, 37159, 36908, 36795, 37594, 37155, 36901, 36939, 37417, 36791, 39898, 37605, 39867, 37653, 37623, 36865, 36754, 37484, 39876, 37632, 37479, 39714, 37651, 36953, 39742, 37672, 37156, 37047, 39645, 36773, 37169, 36851, 36964, 39676, 37531, 39872, 37614, 37609, 39790, 39716, 39853, 37525);

$39,681,357.47 original total cost of remaining Units.

Original Cost

(I) $38,177.81 per Unit; $6,681,116.75 total cost of all Units.

(II) $39,170.49 per Unit; $5,953,914.48 total cost of all Units.

(III) (1) at $36,105.19 and (398) at $39,424.13 per Unit; $15,726,908.93 total cost of all Units.

(IV) $38,279.65 per Unit; $1,224,948.80 total cost of all Units.

(V) $38,241.23 per Unit; $5,659,702.04 total cost of all Units.

(VI) $39,170.59 per Unit; $6,384,806.17 total cost of all Units.

$41,631,397.17 total original cost of all Units.

SUMMARY OF TERMS

LESSEE	Railbox Company Reference Lease No. 14
EQUIPMENT INFORMATION	**Description**

One hundred nine (109) 50'6" 70-ton capacity general service Plate C box cars with 10' doors: AAR Mechanical designation XM; AAR Car Type Code B314; manufactured by FMC Corporation in June 1981; builders specification B-6078-F68-43-060179; cars numbered RBOX 38641-38749

Reported Casualties

Six (cars numbered RBOX 38716, 38721, 38728, 38732, 38660 and 38644)

$4,263,869.37 original total cost of remaining Units.

Original Cost

$41,396.79 per unit; $4,512,250.11 total cost of all units.

District of Columbia)
) ss:
City of Washington)

I, KIM L. BARTMAN, Notary for the District of Columbia, hereby certify that the attached "Assignment and Assumption Agreement" dated as of August 21, 1997, between The CIT Group/Equipment Financing, Inc. and BankBoston, N.A., is a true and complete copy of the original thereof.

Certified this 21st day of August, 1997.

Kim L. Bartman
NOTARY PUBLIC

My commission expires: 3-31-2000