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
479-8447

RECORDATION NO. 18352-G FILED
NOV 25 '97 10-34AM

November 3, 1997

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

Attn: Vernon A. Williams

RE: Assignment between KeyBank National Association (formerly known as Society National Bank) and Mellon Bank, 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 October 4, 1996. The primary document to which this is connected is recorded under Recordation No. 18352. We request that this assignment be cross-indexed.

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

Assignor: KeyBank National Association (formerly known as Society National Bank)
127 Public Square
Cleveland, Ohio 44114

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

A description of the equipment covered by the document: 1,453 121-ton, aluminum-sided, rotary-dump, gondola "coalporter" rail cars, car numbers CWEX 1100-2552 inclusive.

A fee of $22.00 is enclosed. Please return the original and any extra copies not needed by the Board for recordation 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 KeyBank National Association (formerly known as Society National Bank), 127 Public Square, Cleveland, Ohio 44114, of its rights and obligations as Owner Trustee under the Lease Agreement with Recordation No. 18352 covering 1,453 121-ton, aluminum-sided, rotary-dump, gondola "coalporter" rail cars, and Mellon Bank, N.A., 1660 West Second Street, Suite 920, Cleveland, Ohio 44113, dated October 4, 1996.

Very Truly Yours,

James B. Mooney
Representative of Mellon Bank, N.A.

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

OFFICE OF THE SECRETARY

James B. Mooney
Squire, Sanders & Dempsey
4900 Key Tower
127 Public Square
Cleveland, Ohio 44114-1304

DATE: 11/25/97

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 11/25/97 at 10:34AM, and assigned recordation number(s). 17825-H, 18281-E, 18282-E, 18283-E, 18352-G and 18824-B.

Sincerely Yours,

Vernon A. Williams

Vernon A. Williams
Secretary

Enclosure(s)

$ 144.00 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 Jennell M. Fort

RECORDATION NO. 18357-G FILED

NOV 25 '97 10-34AM

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of October 4, 1996 (the "Agreement"), between KeyBank National Association (formerly known as Society National Bank) (the "Seller") and Mellon Bank, N.A. and Mellon Bank F.S.B. (collectively referred to as the "Buyer").

WHEREAS, pursuant to the terms and conditions of the Purchase Agreement, dated as of October 18, 1995, between Mellon Bank Corporation, a Pennsylvania corporation ("Mellon"), which is Buyer's parent, and KeyCorp, an Ohio corporation, which is Seller's parent (the "Purchase Agreement"), Mellon has agreed to cause Buyer to purchase certain trust and/or agency relationships previously conducted by Seller ("Trust/Agency Relationships");

WHEREAS, the Closing of Buyer's purchase of such Trust/Agency Relationships listed on Schedule A of this Agreement took place on December 29, 1995 and Buyer therefore became entitled to all of Seller's former beneficial interest therein as trustee (or similar fiduciary) or agent;

WHEREAS, as soon as Buyer becomes a qualified trustee/agent, the terms and conditions set forth in the Purchase Agreement obligate KeyCorp to cause Seller to sell, transfer, assign and deliver to Buyer all of Seller's legal right, title and interest in certain Trust/Agency Relationships and obligate Mellon to cause Buyer to assume from Seller certain Assumed Liabilities in connection therewith;

WHEREAS, Buyer has made necessary filings to become fully qualified under applicable law to act in a trustee (or similar fiduciary) or agent capacity with respect to the Trust/Agency Relationships and, as of the date hereof, therefore is entitled to accept all of Seller's legal right, title and interest in the Trust/Agency Relationships; and

WHEREAS, Buyer and Seller therefore wish to transfer said Trust/Agency Relationships listed on Schedule A hereto pursuant to this Agreement.

NOW, THEREFORE, in consideration of the premises, and in accordance with the terms and conditions of the Purchase Agreement, 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.

SCHEDULE A

ASSIGNMENT AND ASSUMPTION AGREEMENT
BY AND BETWEEN KEYBANK NATIONAL ASSOCIATION
AND MELLON BANK N.A. AND MELLON BANK F.S.B.

Client Family: Commonwealth Edison Co.

Client Name: Commonwealth Edison Company Leveraged Lease Financing of New 121-Ton, Aluminum-Sided, Rotary Dump Gondola "Coalporter" Cars

Assignee: Mellon, N.A.

Account Type: Trust, Owner Trustee

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

KEYBANK NATIONAL ASSOCIATION

By: _____

Title: Vice President

MELLON BANK, F.S.B.

By: _____

Title: Vice President

MELLON BANK, N.A.

By: _____

Title: Vice President

CORPORATE FORM OF ACKNOWLEDGEMENT

I, TERRENCE J. STONE certify that I am VICE PRESIDENT of KEYBANK, 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 November 10, 1997.

(seal)

by: TERRENCE J. STONE

its: VICE PRESIDENT

CORPORATE FORM OF ACKNOWLEDGEMENT

I, J.W. Schaut, certify that I am Vice Pres. 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 November 12, 1997.

(seal)

Mellon Bank, N.A.

by: J.W. Schaut

its: Vice President