21115 A

FILE IN 21351-A. FOR
Complete document see
Rec. # 21115-A

RECORDATION NO. 21115-A FILED

FEB 4 '00 4:22 PM

SURFACE TRANSPORTATION BOARD

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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

OF COUNSEL
URBAN A. LESTER

February 3, 2000

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 January 31, 2000, a secondary document, as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to certain items of railroad equipment and the leases covering such equipment, which were previously filed with the Commission/Board under Recordation Numbers 21115, 17892, 19748, 20203, 20386 and 21351. -A

Please file the enclosed document under Recordation Number 21115 and cross-index under Recordation Numbers 17892, 19748, 20203, 20386, 20596 and 21351.

The name and address of the party to the enclosed document are:

Assignor: Pitney Bowes Credit Corporation
27 Waterview Drive
Shelton, Connecticut 06484

Assignee: Napa Trust
c/o Wilmington Trust Company, as Trustee
1100 North Market Street
Wilmington, Delaware 19890

A description of the railroad equipment covered by the enclosed document is:

identified by each Lessee on the Schedule attached.

Also enclosed is a check in the amount of $182.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

Robert W. Alvord

RWA/bg
Enclosures

NAPA TRUST

RAIL ASSETS

DESCRIPTION OF EQUIPMENT

Contract Number	Lessee Name	Rec. No.
030-0000187-001	Stolt Transportation Services, Inc.	21115
030-1801174-819	ConAgra, Inc.	17892-X
030-1801174-820	ConAgra, Inc.	17892-Y
030-7719040-803	National Starch and Chemical Company	19748
030-7722804-801	Lamb-Weston, Inc.	20203
030-7782444-001	Messer Griesheim Industries, Inc.	20386
030-7783996-001	The Andersons, Inc.	
030-7783996-002	The Andersons, Inc.	
030-7783996-003	The Andersons, Inc.	20596
030-7783996-004	The Andersons, Inc.	
033-0000227-001	Ohio Valley Electric Corporation	21351

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SURFACE TRANSPORTATION BOARD

ASSIGNMENT AND ASSUMPTION AGREEMENT
(Rail)

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), dated as of January 31, 2000 is by and between Pitney Bowes Credit Corporation, a Delaware corporation ("Assignor"), and Napa Trust, a Delaware business trust ("Assignee").

WITNESSETH:

WHEREAS, in exchange for the entire beneficial interest in Assignee, Assignor has agreed to transfer and contribute to Assignee, all of Assignor's right, title and interest in and to certain equipment, and the leases covering such equipment, pursuant to the Contribution Agreement dated as of January 31, 2000 between Assignor and Assignee (the "Contribution Agreement") (capitalized terms used but not defined herein shall have the meanings ascribed to them in the Contribution Agreement);

WHEREAS, the parties hereto wish to effect the contribution by Assignor to Assignee of all the right, title and interest of Assignor in and to the Lease Operative Documents listed on Schedule 1 hereto (the "Scheduled Documents") and any deposits or security interests granted thereby, and the assumption by Assignee of all the obligations of Assignor under the Scheduled Documents which accrue from and after the Contribution Date;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto do hereby agree as follows:

1. Assignment. Assignor does hereby ASSIGN, TRANSFER, SELL, DELIVER AND CONVEY UNTO ASSIGNEE, ITS SUCCESSORS AND PERMITTED ASSIGNS, TO HAVE AND TO HOLD FOREVER, all of Assignor's right, title and interest (other than with respect to any Prior Claim) in and to the Scheduled Documents and any deposits or security interests granted thereby.

2. Assumption. Assignee accepts the assignment set forth above and hereby confirms that it shall be deemed a party to the Scheduled Documents on the Contribution Date, and Assignee agrees to be bound by all of the terms of and assumes all of the duties and obligations of Assignor contained in the Scheduled Documents; provided, that such duties or obligations occur or arise from and after the Contribution Date, and, in no event, shall include any Prior Claim. Upon the effectiveness of this Agreement and except as provided elsewhere in the Scheduled Documents, Assignor shall be released and discharged from and shall not be responsible to any Person for the discharge or performance of any duty or obligation pursuant to or in connection with the Scheduled Documents to the extent, but only to the extent, occurring or arising from and after the Contribution Date, and Assignee shall be substituted in lieu of Assignor as a party to each of the Scheduled Documents to which Assignor is a party. Assignee shall not be responsible to any Person for the discharge or performance of any duty or obligation of Assignor in connection with the Scheduled