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RECORDATION NO. 19158-13
OCT 2 2000 1:44 PM
SURFACE TRANSPORTATION BOARD
OF COUNSEL
URBAN A. LESTER

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

October 2, 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 a Memorandum of Assignment and Assumption Agreement, dated as of September 29, 2000, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed relates to the Memorandum of Equipment Lease (Schedule No. 3) which was previously filed with the Commission under Recordation Number 19158.

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

Assignor: Mellon Leasing Corporation
(f/k/a Mellon Financial Services
Corporation #3)
One Mellon Center, Suite 4444
Pittsburgh, PA 15258

Assignee: PNC Leasing, LLC
Two PNC Plaza, 13th Floor
Pittsburgh, PA 15222

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

150 triple sugar hopper cars within the series CRDX 8900 - CRDX 8994 and
CRDX 12000 - CRDX 12019.

Mr. Vernon A. Williams
October 2, 2000
Page Two

A short summary of the document to appear in the index follows:

Assignment and Assumption Agreement from Mellon Leasing Corporation, Assignor, to PNC Leasing, LLC, Assignee, covering 150 triple sugar hopper cars within the series CRDX 8900 - CRDX 8994 and CRDX 12000 - CRDX 12019.

Also enclosed is a check in the amount of \$26.00 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/anm
Enclosures

19158-13

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SURFACE TRANSPORTATION BOARD

MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of this 29th day of September 2000, is made by Mellon Leasing Corporation (f/k/a Mellon Financial Services Corporation #3), a Pennsylvania corporation, with an address at Suite 4444, One Mellon Center, Pittsburgh, Pennsylvania 15258-0001 (the "Seller"), and PNC Leasing, LLC, a Delaware limited liability company, with an address at Two PNC Plaza, 13th Floor, Pittsburgh, PA 15222 ("Purchaser", and together with Seller, the "Parties").

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, Seller and Purchaser entered into that certain Assignment and Assumption Agreement (the "Assignment and Assumption Agreement") dated as of the date hereof;

WHEREAS, under the Assignment and Assumption Agreement, Seller assigned and Purchaser assumed all of Seller's present and future rights, obligations and interest in, to and under the Transaction Documents (as defined in the Assignment and Assumption Agreement), including but not limited to, the all of the right, title, and interest of the "Lessor" under that certain Master Lease Agreement, dated as of June 15, 1994, between Mellon Financial Services Corporation #3, as Lessor, and Chicago Freight Car Leasing Co., as Lessee, as amended by Amendment No. 1 and Consent, dated as of June 1, 1995 (the "Master Lease"), together with Equipment Lease Schedule No. 3, dated December 29, 1994 ("Schedule No. 3"), relating to 4,750 cu. ft. Covered Triple Sugar Hopper Cars, 150 in number, bearing road numbers set forth on Annex I hereto, as described in a Memorandum of Equipment Lease filed with the Interstate Commerce Commission (the "ICC") on January 4, 1995, and assigned Recordation Number 19158.

WHEREAS, the Parties wish to show for the public record the existence of the aforementioned Assignment and Assumption Agreement, and the respective interests therein of the Parties and accordingly the Parties have caused this Memorandum to be executed by their respective duly authorized officers, as of the date first above written.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties hereto, by this instrument Seller hereby assigns to Purchaser the Lease and the related Transaction Documents, in accordance with the terms and conditions of the Assignment and Assumption Agreement, and Purchaser accepts such assignment in accordance with the terms and conditions of the Assignment and Assumption Agreement, which are incorporated by reference as if fully set forth herein.

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SURFACE TRANSPORTATION BOARD

CHICAGO FREIGHT CAR LEASING CO.
CLASS B EQUIPMENT COST
PER MASTER LEASE AGREEMENT WITH MELLON FINANCIAL SERVICES - 1994

| RAILCAR # | COST |
|-----------|-----------|
| CRDX 8900 | 62,106.60 |
| CRDX 8901 | 62,147.87 |
| CRDX 8902 | 62,314.13 |
| CRDX 8903 | 62,268.01 |
| CRDX 8904 | 62,106.60 |
| CRDX 8905 | 62,147.87 |
| CRDX 8906 | 62,147.87 |
| CRDX 8907 | 62,268.01 |
| CRDX 8908 | 62,314.13 |
| CRDX 8909 | 62,147.87 |
| CRDX 8910 | 62,268.01 |
| CRDX 8911 | 62,268.01 |
| CRDX 8912 | 62,302.60 |
| CRDX 8913 | 62,147.87 |
| CRDX 8914 | 62,106.60 |
| CRDX 8917 | 62,147.87 |
| CRDX 8918 | 62,244.95 |
| CRDX 8921 | 61,975.87 |
| CRDX 8941 | 62,147.87 |
| CRDX 8942 | 62,147.87 |
| CRDX 8944 | 62,244.95 |
| CRDX 8945 | 62,106.60 |
| CRDX 8946 | 62,544.93 |
| CRDX 8947 | 62,544.93 |
| CRDX 8950 | 62,018.87 |
| CRDX 8951 | 62,544.93 |
| CRDX 8952 | 62,147.87 |
| CRDX 8953 | 62,147.87 |
| CRDX 8954 | 62,147.87 |
| CRDX 8956 | 62,498.60 |
| CRDX 8958 | 62,147.87 |
| CRDX 8959 | 62,147.87 |
| CRDX 8960 | 62,498.60 |
| CRDX 8961 | 62,147.87 |
| CRDX 8963 | 62,498.60 |
| CRDX 8964 | 62,147.87 |
| CRDX 8965 | 62,683.07 |
| CRDX 8967 | 62,147.87 |
| CRDX 8972 | 62,314.13 |
| CRDX 8973 | 62,268.01 |
| CRDX 8975 | 56,801.85 |
| CRDX 8976 | 56,802.10 |
| CRDX 8977 | 56,801.85 |
| CRDX 8978 | 56,801.85 |
| CRDX 8979 | 56,801.85 |
| CRDX 8980 | 56,802.10 |
| CRDX 8981 | 57,296.15 |
| CRDX 8982 | 56,801.85 |
| CRDX 8983 | 56,831.21 |
| CRDX 8984 | 56,802.10 |
| CRDX 8985 | 56,801.85 |
| CRDX 8986 | 56,973.85 |
| CRDX 8987 | 56,802.10 |

CHICAGO FREIGHT CAR LEASING CO.
CLASS B EQUIPMENT COST
PER MASTER LEASE AGREEMENT WITH MELLON FINANCIAL SERVICES - 1994

| RAILCAR # | COST |
|---------------|---------------------|
| CRDX 8988 | 56,802.10 |
| CRDX 8989 | 57,296.15 |
| CRDX 8990 | 56,801.85 |
| CRDX 8991 | 56,801.85 |
| CRDX 8992 | 56,802.10 |
| CRDX 8993 | 56,801.85 |
| CRDX 8994 | 56,823.95 |
| CRDX 12000 | 57,070.90 |
| CRDX 12001 | 57,070.90 |
| CRDX 12002 | 57,070.90 |
| CRDX 12003 | 57,070.63 |
| CRDX 12004 | 57,693.21 |
| CRDX 12005 | 57,693.21 |
| CRDX 12006 | 57,693.21 |
| CRDX 12007 | 57,693.21 |
| CRDX 12008 | 57,428.03 |
| CRDX 12009 | 57,358.64 |
| CRDX 12010 | 57,070.63 |
| CRDX 12011 | 57,070.62 |
| CRDX 12012 | 57,070.62 |
| CRDX 12013 | 57,070.63 |
| CRDX 12014 | 57,070.90 |
| CRDX 12015 | 59,062.63 |
| CRDX 12016 | 59,062.62 |
| CRDX 12017 | 59,062.62 |
| CRDX 12018 | 59,062.63 |
| CRDX 12019 | 59,062.63 |
| TOTALS | 4,781,434.39 |

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

MELLON LEASING CORPORATION

By: 
Name: Michael F. Marks
Title: Vice President

PNC LEASING, LLC

By: 
Name: Michael J. Woodring
Title: Vice President

COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

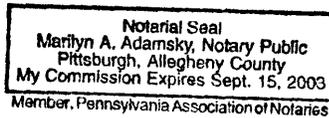
On this 28 day of September 2000 before me personally appears Michael F. Marks, to me personally known, who by me duly sworn, says that he is the Vice President of MELLON LEASING CORPORATION (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Marilyn A. Adamsky
Notary Public

[SEAL]

My Commission expires:



COMMONWEALTH OF PENNSYLVANIA)
) SS:
COUNTY OF ALLEGHENY)

On this 29th day of September 2000, before me personally appears Michael J. Woodring to me personally known, who by me duly sworn, says that he is the Vice President of PNC LEASING, LLC (the "Company"), that the foregoing instrument was signed on behalf of the said Company by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of the said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jennifer A. Pitzer
Notary Public

[SEAL]

My Commission expires:

