

RECORDATION NO. 17269-B FILED

JAN 25 '01 2-53 PM

75  
SURFACE TRANSPORTATION BOARD

**BALL JANIK LLP**

A T T O R N E Y S

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January 25, 2001

Honorable Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, DC 20423

Dear Secretary Williams:

I have enclosed the original and one certified copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11301.

The document is an Assignment and Assumption Agreement, a secondary document, dated as of January 25, 2001. The primary document to which this is connected is recorded under Recordation No. 17269. We request that one copy of this document be recorded under Recordation No. 17269~~4~~.

The names and addresses of the parties to the Assignment and Assumption Agreement are:

Assignee:

Banc One Leasing Corporation  
1111 Polaris Parkway, Suite A3  
Columbus, OH 43065

Assignor:

NBD Bank  
1111 Polaris Parkway, Suite A3  
Columbus, OH 43065

A description of the equipment covered by the Assignment and Assumption Agreement consists of 50 rail tank cars numbered JRSX 6100-6149, inclusive.

BALL JANIK LLP

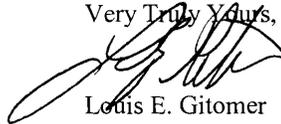
Honorable Vernon A. Williams  
January 25, 2001  
Page 2

A fee of \$ 27.00 is enclosed. Please return the original to:

Louis E. Gitomer  
Of Counsel  
Ball Janik LLP  
Suite 225  
1455 F Street, N.W.  
Washington, DC 20005

A short summary of the document to appear in the index follows: an Assignment and Assumption Agreement between Banc One Leasing Corporation, 1111 Polaris Parkway, Suite A3, Columbus, OH 43065, and NBD Bank, 1111 Polaris Parkway, Suite A3, Columbus, OH 43065, covering 50 rail tank cars numbered JRSX 6100-6149, inclusive.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'L. Gitomer', is written over the typed name.

Louis E. Gitomer

Enclosures

JAN 25 '01 2-53 PM

ASSIGNMENT AND ASSUMPTION AGREEMENT SURFACE TRANSPORTATION BOARD

This Assignment and Assumption Agreement is dated as of January 25, 2001, by and between BANC ONE LEASING CORPORATION ("BANC ONE"), the assignee, and NBD ~~EQUIPMENT FINANCE, INC.~~ <sup>BANK JR</sup> ("NBD FINANCE"), the assignor, successor-in-interest to U.S. Bancorp Leasing & Financial ("USB").

NBD ~~FINANCE~~ <sup>FR</sup>, as successor to USB, as buyer, received a Full Warranty Bill of Sale dated March 27, 1991 from J.R. Simplot Company ("J.R. Simplot"), as seller, for 50 rail tank cars numbered JRSX 6100-6149, inclusive (the "Equipment"). The Full Warranty Bill of Sale was recorded on March 29, 1991 at the Interstate Commerce Commission ("ICC") under Recordation No. 17269. NBD ~~FINANCE~~ <sup>FR</sup>, as lessor successor to USB, entered into an Equipment Lease Agreement dated as of March 27, 1991 with J.R. Simplot, as lessee, to lease the Equipment, to lessee. A Memorandum of Lease was recorded on March 29, 1991 at the ICC under Recordation No. 17269-A.

In consideration of the premises and the agreements herein contained and other good and valuable consideration, NBD ~~FINANCE~~ <sup>FR</sup> is, effective as of the date hereof: (a) assigning to BANC ONE, all rights, title, interests and obligations of NBD ~~FINANCE~~ <sup>FR</sup> in, under and to the Full Warranty Bill of Sale and Equipment Lease Agreement, and BANC ONE is accepting and assuming all of the same, in each such case to the extent attributable to the period commencing on and continuing after the consummation of such assignment and acceptance; and (b) selling the Equipment to BANC ONE, and BANC ONE shall be the owner of the Equipment and NBD ~~FINANCE~~ <sup>FR</sup> shall have no interest or authority of any nature regarding the Equipment.

This Assignment and Assumption Agreement may be executed in any number of counterparts, each of which shall be an original, all of which when taken together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart.

IN WITNESS WHEREOF, each of the parties hereto have caused this Assignment and Assumption Agreement to be executed by its duly authorized officer as of the date first written above.

<sup>BANK JR</sup>  
NBD ~~EQUIPMENT FINANCE, INC.~~  
as Assignor

By: [Signature]

Name: X Jarold L. Peck

Title: X First Vice President

BANC ONE LEASING CORPORATION  
as Assignee

By: [Signature]

Name: Timothy L. EWERBROCK

Title: Officer

STATE OF OHIO )  
 ) ss  
COUNTY OF DELAWARE )

On this \_\_\_\_ day of May, 2000, before me personally appeared Timothy L. Ellerbrock, to me personally known, who being by me duly sworn, says that he is an Officer, of Banc One Leasing Corporation that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.



LAURA A. NOBLE  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES OCT. 15, 2001

My commission expires:

  
NOTARY PUBLIC

STATE OF OHIO )  
 ) ss  
COUNTY OF DELAWARE )

On this \_\_\_\_ day of May, 2000, before me personally appeared Jarold L. Peck, to me personally known, who being by me duly sworn, says that he is the First Vice President, of NBD Bank. that the foregoing instrument was signed on behalf of said corporation, and he acknowledged that the execution of the said instrument was his free act and deed.



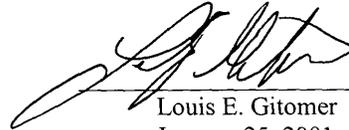
LAURA A. NOBLE  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES OCT. 15, 2001

My commission expires:

  
NOTARY PUBLIC

CERTIFICATION

I, Louis E. Gitomer, have compared this copy to the original Assignment and Assumption Agreement dated as of January 25, 2001 and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



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Louis E. Gitomer  
January 25, 2001