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ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)
ROBERT W. ALVORD (2011)

February 8, 2016

Chief
Section of Administration
Office of Proceedings
Surface Transportation Board
395 E Street, S.W.
Washington, D.C. 20423

Dear Section Chief,

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Assignment of Master Equipment Lease Agreement (Schedule No. 819), dated as of February 3, 2016, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Equipment Lease Agreement previously filed with the Board under Recordation Number 17892-X.

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

Assignor:	Napa Trust c/o Wilmington Trust Company 1100 North Market Street Wilmington, DE 19890
Assignee:	GATX Corporation 222 West Adams Street Chicago, IL 60606
[Lessee:	ConAgra Foods, Inc. 1 ConAgra Drive Omaha, NE 68102]

Section Chief
February 8, 2016
Page 2

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

All railroad equipment covered by the Memorandum of Master Equipment Lease Agreement filed under Rec. No. 17892-X, including but not limited to 89 hopper railcars: CAGX 97000 – GACX 97089 (excluding CAGX 97005).

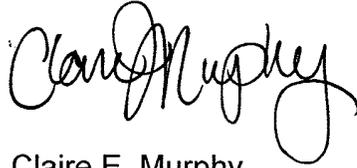
A short summary of the document to appear in the index is:

Assignment of Master Equipment Lease Agreement (Schedule No. 819).

Also enclosed is a check in the amount of \$43.00 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,

A handwritten signature in black ink, appearing to read "Claire E. Murphy". The signature is written in a cursive style with a large, looped "M".

Claire E. Murphy

CEM
Enclosures

RECORDATION NO. 17892-OO FILED EXECUTION VERSION
February 8, 2016 11:40 AM
SURFACE TRANSPORTATION BOARD
**ASSIGNMENT OF MASTER EQUIPMENT LEASE AGREEMENT
(SCHEDULE NO. 819)**

ASSIGNMENT OF MASTER EQUIPMENT LEASE AGREEMENT (Schedule 819) (this “**Agreement**”), dated as of February 3, 2016, between **NAPA TRUST**, a Delaware statutory trust (“**Assignor**”), and **GATX CORPORATION**, a New York corporation (“**Assignee**”).

W I T N E S S E T H:

WHEREAS, the parties hereto desire to effect (a) the transfer by Assignor to Assignee of all of the right, title and interest of Assignor, in, under and with respect to, among other things, the Master Equipment Lease Agreement (No. 1801174) dated as of April 24, 1992, and the Lease Schedule No. 819 dated February 3, 1998, between Assignor (as assignee of Pitney Bowes Credit Corporation), as lessor, and ConAgra Foods, Inc. (formerly known as ConAgra, Inc.) (“**Lessee**”), as amended, modified or supplemented and in effect from time to time (the “**Lease Agreement**”) and (b) the assumption by Assignee of the obligations of Assignor accruing under the Lease Agreement;

WHEREAS, a Memorandum of Master Equipment Lease Agreement No. 1801174, with Lease Schedule 819 attached was recorded with the Surface Transportation Board (the “**STB**”) on February 3, 1998 at 1:25 p.m. and assigned recordation number 17892-X; and

WHEREAS, such documents permit such transfer upon satisfaction of certain conditions heretofore or concurrently herewith being complied with;

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

1. Definitions. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto in the Lease Agreement.
2. Assignment. Assignor does hereby sell, convey, assign, transfer and set over, unto Assignee, as of the date hereof all of its present and future right, title and interest in, under and with respect to the Lease Agreement, including any interest in any Rent under the Lease Agreement that was payable, or attributable to periods, on or prior to the date hereof.
3. Assumption. Assignee hereby accepts the assignment set forth in Section 2 and assumes and undertakes all of the duties and obligations of Assignor whenever accrued (other than duties and obligations of Assignor required to be performed by it prior to the date hereof under the Lease Agreement) pursuant to the Lease Agreement. Assignee hereby confirms that from and after the date hereof it (i) shall be deemed a party to the Lease Agreement, (ii) shall be deemed the party named as the “**Lessor**” for all purposes of the Lease Agreement and (iii) shall be bound by, and shall perform and observe, all of the terms of the Lease Agreement as if therein named the Lessor.
4. Recordation. The parties hereto agree that the Assignee will file this Agreement with the STB and the Registrar General of Canada on or immediately following the date hereof.

5. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CONFLICT OF LAW RULES WHICH MIGHT LEAD TO THE APPLICATION OF LAWS OF ANY OTHER JURISDICTION.

6. Counterparts. This Agreement may be executed in any number of counterparts, all of which together shall constitute a single instrument. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

7. Limitation on Liability. It is expressly understood and agreed by the parties that (a) this document is executed and delivered by Wilmington Trust Company, not individually or personally, but solely as Trustee, in the exercise of the powers and authority conferred and vested in it, (b) each of the representations, undertakings and agreements herein made on the part of the Assignor is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Assignor, (c) nothing herein contained shall be construed as creating any liability on Wilmington Trust Company, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto, and (d) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Assignor or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Assignor under this Agreement or any other related documents.

* * *

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Master Equipment Lease Agreement as of the day and year first above written.

NAPA TRUST,
as Assignor

By: Wilmington Trust Company, not in its individual capacity, but solely as Trustee

By:  _____

Name:

Title: **Matthew C. Bosnjak**
Financial Services Officer

GATX CORPORATION,
as Assignee

By: _____

Name: Eric D. Harkness

Title: Vice President, Treasurer and Chief
Risk Officer

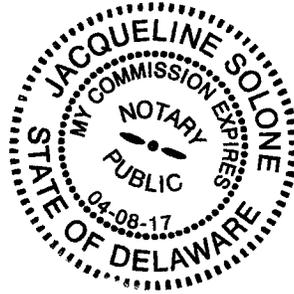
[Assignment of Master Equipment Lease Agreement (Schedule No. 819)]

STATE OF DELAWARE)
) SS.:
COUNTY OF NEW CASTLE)

On this 4th day of February, 2016, before me personally appeared Matthew Bosnjak to me personally known, who, by me being duly sworn, says that he/she is Financial Services Officer of WILMINGTON TRUST COMPANY, not in its individual capacity, but solely as trustee of Napa Trust, and that the foregoing instrument was signed on behalf of 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 said company.

[Signature]
Notary Public

My commission expires



IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Master Equipment Lease Agreement as of the day and year first above written.

NAPA TRUST,
as Assignor

By: Wilmington Trust Company, not in its individual capacity, but solely as Trustee

By: _____
Name:
Title:

GATX CORPORATION,
as Assignee

By:  _____
Name: Eric D. Harkness
Title: Vice President, Treasurer and Chief Risk Officer

[Assignment of Master Equipment Lease Agreement (Schedule No. 819)]

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 4th day of January, 2016, before me personally appeared Eric D. Harkness, to me personally known, who, by me being duly sworn, says that he is Vice President, Treasurer and Chief Risk Officer GATX CORPORATION, and that the foregoing instrument was signed on behalf of 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 said company.



Lisa M. Ibarra
Notary Public

My commission expires

CERTIFICATION

I, Claire E. Murphy, an attorney licensed to practice in the State of New York and the State of New Jersey, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: February 8, 2016



Claire E. Murphy