

CRAVATH, SWAINE & MOORE

ONE CHASE MANHATTAN PLAZA

NEW YORK, N.Y. 10005

212 HANOVER 2-3000

INTERNATIONAL TELEX: 620976

TELETYPE: 710-581-0338

TELEX: 125547

7-0554010

FEB 24 1977

80

RECORDATION NO. 5806-C Filed & Recorded

FEB 24 1977 8 45 AM

INTERSTATE COMMERCE COMMISSION

FEE OPERATION DR.

CARLYLE E. MAW
L. R. BRESLIN, JR.
HAROLD R. MEDINA, JR.
COUNSEL
4, PLACE DE LA CONCORDE
75008 PARIS, FRANCE
TELEPHONE: 265-81-54
TELEX: 290530
TERMINAL HOUSE
52, GROSVENOR GARDENS
LONDON, SW1W 0AU, ENGLAND
TELEPHONE: 01-730-5203
TELEX: 917840
CABLE ADDRESSES
CRAVATH, N.Y.
CRAVATH, PARIS
CRAVATH, LONDON S. W. 1

MAURICE T. MOORE
BRUCE BROMLEY
ROSWELL L. GILPATRICK
ALBERT R. CONNELLY
FRANK H. DETWEILER
GEORGE G. TYLER
CHARLES R. LINTON
WILLIAM B. MARSHALL
RALPH L. McAFEE
ROYALL VICTOR
ALLEN H. MERRILL
HENRY W. de KOSMIAN
ALLEN F. MAULSBY
STEWART R. BROSS, JR.
HENRY P. RIORDAN
JOHN R. HUPPER
SAMUEL C. BUTLER
WILLIAM J. SCHRENK, JR.
BENJAMIN F. CRANE
FRANCIS F. RANDOLPH, JR.
JOHN F. HUNT, JR.
GEORGE J. GILLESPIE, III
RICHARD S. SIMMONS

WAYNE E. CHAPMAN
THOMAS D. BARR
MELVIN L. BEDRICK
GEORGE T. LOWY
ROBERT ROSENMAN
JAMES H. DUFFY
ALAN J. HRUSKA
JOHN E. YOUNG
JAMES M. EDWARDS
DAVID G. ORMSBY
DAVID L. SCHWARTZ
RICHARD J. HIEGEL
FREDERICK A. O. SCHWARZ, JR.
CHRISTINE BESHAR
ROBERT S. RIFKIND
DAVID BOIES
DAVID O. BROWNWOOD
PAUL M. DODYK
RICHARD M. ALLEN
THOMAS R. BROME
ROBERT D. JOFFE
ROBERT F. MULLEN

RECORDATION NO. 5806-F Filed & Recorded

FEB 24 1977 8 45 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 5806-D Filed & Recorded

FEB 24 1977 8 45 AM

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 5806-E Filed & Recorded

FEB 24 1977 8 45 AM

INTERSTATE COMMERCE COMMISSION

Pursuant to Section 20c of the Interstate Commerce Act and the Commission's Rules and Regulations thereunder, as amended, enclosed herewith for filing and recordation are counterparts of the following documents:

- (1) Assignment Agreement dated as of January 1, 1971, between Allis-Chalmers Leasing Corporation, as First Lessor, and Allis-Chalmers Credit Corporation, as Second Lessor.
- (2) Assignment Agreement dated as of February 1, 1977, between Allis-Chalmers Credit Corporation, as Second Lessor, and Indianapolis Morris Plan Corporation, as Third Lessor.
- (3) Chattel Mortgage dated as of February 1, 1977, from Indianapolis Morris Plan Corporation, as Mortgagor, to National Bank of North America, as Mortgagee.
- (4) Collateral Assignment of Lease and Agreement dated as of February 1, 1977, between Indianapolis Morris Plan Corporation, as Assignor, and National Bank of North America, as Assignee, attached to which is a Lessee's Consent and Agreement by The Western Pacific Railroad Company, as Lessee.

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

Counterparts of K.H. Johnson

(1) First Lessor:

Allis-Chalmers Leasing Corporation
Box 512
Milwaukee, Wisconsin 53201

(2) Second Lessor:

Allis-Chalmers Credit Corporation
Box 512
Milwaukee, Wisconsin 53201

(3) Third Lessor-Mortgagor:

Indianapolis Morris Plan Corporation
110 East Washington Street
Indianapolis, Indiana 46204

(4) Mortgagee-Assignee:

National Bank of North America
44 Wall Street
New York, N. Y. 10005

(5) Lessee:

The Western Pacific Railroad Company
526 Mission Street
San Francisco, California 94105

The above-mentioned documents relate to a Lease of Railroad Equipment dated as of August 1, 1970, with the Lessee and originally with Allis-Chalmers Leasing Corporation, as Lessor, filed and recorded with the Interstate Commerce Commission on August 20, 1970, at 2:50 p.m., Recordation No. 5806, as amended by a First Supplement dated as of August 15, 1970, filed and recorded with the Interstate Commerce Commission on October 12, 1970, at 9:45 a.m., Recordation No. 5806-A, and as amended by an Agreement of Amendment dated as of November 1, 1970, filed and recorded with the Interstate Commerce Commission on November 30, 1970, at 1:40 p.m., Recordation No. 5806-B.

Please file and record the documents submitted with this letter, cross indexing said documents under the names of

Allis-Chalmers Leasing Corporation, Allis-Chalmers Credit Corporation, Indianapolis Morris Plan Corporation, The Western Pacific Railroad Company and National Bank of North America, and assign said documents the recordation numbers set forth below:

Document (1)--Recordation No. 5806-C
Document (2)--Recordation No. 5806-D
Document (3)--Recordation No. 5806-E
Document (4)--Recordation No. 5806-F

The equipment covered by the aforementioned documents consists of the following:

Forty-seven (47) 2,220 cubic feet 100-ton open top hopper cars, bearing road numbers WP 10001-10047, both inclusive;

Ten (10) 3,000 H.P. Model GP-40 diesel electric locomotives, bearing road numbers WP 3517-3526, both inclusive;

Fifteen (15) 65'6" 100-ton drop end gondola cars, bearing road numbers WP 9051-9065, both inclusive;

One hundred (100) 50'6" 70-ton insulated box cars, bearing road numbers WP 68226-68325, both inclusive.

There is also enclosed a check payable to the Interstate Commerce Commission for the required recordation fee.

Please stamp all counterparts of each of the enclosed documents and the three attached copies of this transmittal letter with your official recording stamp. You will wish to retain two copies of each of the documents and the original of this transmittal letter for your files. It is requested that the remaining counterparts of each document and the three copies of this transmittal letter be returned to the bearer of this letter.

Very truly yours,



John P. Dinn

Secretary,
Interstate Commerce Commission,
Washington, D. C. 20423

Encls.
A
BY HAND

5806-A
FILED & RECORDED
FEB 21 1977 - 2 45 PM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT

dated as of February 1, 1977,
between ALLIS-CHALMERS CREDIT
CORPORATION (hereinafter called
the Assignor) and INDIANAPOLIS
MORRIS PLAN CORPORATION (herein-
after called the Assignee).

WHEREAS, the Assignor, as Lessor, and the Western
Pacific Railroad Company, as Lessee (hereinafter called the
Lessee), are parties to a Lease of Railroad Equipment dated
as of August 1, 1970, filed and recorded with the Interstate
Commerce Commission on August 20, 1970, Recordation No. 5806,
as supplemented by an Agreement dated as of August 15, 1970,
filed and recorded with the Interstate Commerce Commission on
October ¹²~~20~~, 1970, Recordation No. 5806-A, and as amended by an
Agreement of Amendment dated as of November 1, 1970, filed and
recorded with the Interstate Commerce Commission on November 30,
1970, Recordation No. 5806-B,

WHEREAS, the Assignor has agreed to assign its rights
in, to and under the Lease to the Assignee;

NOW THEREFORE, in consideration of the premises and
of the payments to be made and the covenants hereinafter mentioned
to be kept and performed, the parties hereto agree as follows:

1. The Assignor hereby assigns, transfers, and sets
over unto the Assignee all the Assignor's right, title and interest

in, to and under the Lease, together with all rights, powers, privileges, and other benefits of the Assignor under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Assignor from the Lessee under or pursuant to the provisions of the Lease whether as rent, casualty payment, indemnity, liquidated damages or otherwise (such monies being hereinafter called the Payments),

The Assignor agrees to cause all the Payments to be made when due directly to the Assignee.

2. The Assignee agrees as follows;

(a) Faithfully to abide by perform and discharge each and every obligation, covenant and agreement of the Lease to be performed from and after the 24th day of February 1977 by the Lessor thereunder, at the sole cost and expense of the Assignee.

(b) At the Assignee's sole cost and expense, to (i) appear in and defend every action or proceeding arising under, growing out of or in any manner connected with the Lease or the obligations, duties or liabilities of the Lessor thereunder, arising from and after the 24th day of February 1977 and (ii) pay all costs and expenses of the Assignor including attorney's fees in a reasonable sum, in any action or proceeding pertaining thereto.

3. The Assignor does hereby constitute the Assignee the Assignor's true and lawful attorney, irrevocably, with full power to ask, require, demand, receive, compound and give acquittance for any and all payments due and to become due under or

arising out of the Lease to which the Assignor is or may become entitled, to enforce compliance by the Lessee with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which to the Assignee may seem to be necessary or advisable in the premises.

4. This Assignment shall be governed by the laws of the State of Wisconsin; provided, however, that the parties shall be entitled to all rights conferred by Section 20c of the Interstate Commerce Act, such additional rights arising out of the filing, recording or depositing hereof and of any assignment hereof or out of the markings on the Units as shall be conferred by the laws of the several jurisdictions in which this Assignment or any assignment hereof shall be filed, recorded or deposited or in which any Unit may be located.

5. The Assignor shall cause copies of all notices received in connection with the Lease to be promptly delivered to the Assignee at such address as the Assignee shall designate.

IN WITNESS WHEREOF, the Assignor has caused this instrument to be signed by an officer thereunto duly authorized, as of the date first above written.

ALLIS-CHALMERS CREDIT CORPORATION

By

T. F. Elli
Vice President

(Corporate Seal)

Attest:

M. W. [Signature]
Secretary

Accepted:

INDIANAPOLIS MORRIS PLAN CORPORATION

Attest:

William [Signature]
Assistant Secretary

By

Lawrence [Signature]
Executive Vice President

STATE OF WISCONSIN)
COUNTY OF MILWAUKEE) ss.:

On this 18 day of February 1977, before me personally appeared R. F. ELLIS, to me personally known, who, being by me duly sworn, says that he is the Vice President of ALLIS-CHALMERS CREDIT CORPORATION, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation 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 corporation.

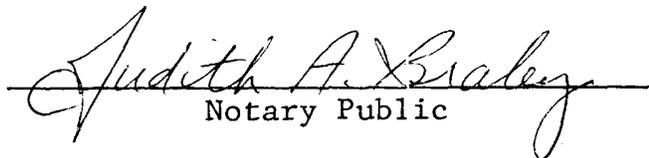
(NOTARIAL SEAL)

John A. ...
Notary Public

My Commission *is permanent*

STATE OF INDIANA,)
) ss.:
COUNTY OF MARION,)

On this 21st day of February, 1977, before me personally appeared Lawrence Maslan, to me personally known, who, being duly sworn, says that he is an Executive Vice President of Indianapolis Morris Plan Corporation, that the seal affixed to the foregoing instrument is the corporate seal of said Corporation and that said instrument was signed and sealed on behalf of said Corporation 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 Corporation.


Notary Public

My Commission Expires:

8/3/80