

RECORDATION NO. 10362-I
Filed 1425

DEC 27 1982 - 2 25 PM

ITEL

INTERSTATE COMMERCE COMMISSION

Rail Division

Two Embarcadero Center
San Francisco, California 94111
(415) 955-9090
Telex 34234

2-361A076

No. [blacked out]
Date **DEC 27 1982**

Fee \$ **30.00**

ICC Washington, D. C.

RECEIVED
DEC 27 2 20 PM '82
I. O. C.
FEE OPERATION BR.

December 22, 1982

Ms. Agatha Mergenovich, Secretary
Interstate Commerce Commission
Washington, D.C. 20423

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Corporation for filing and recordation as an additional filing under the Lease Agreement dated March 8, 1979 between Itel Corporation, Rail Division and the Green Bay and Western Railroad Company, which was filed on May 10 1979 at 2:00 PM and given recordation number 10362, four counterparts of the following document:

Assignment Agreement dated as of July 7, 1982 by and between Itel Corporation, Rail Division and Evans Railcar Leasing Company.

Please cross-index this Assignment to the following two documents:

1. Lease Agreement dated December 16, 1981 between Itel Corporation, Rail Division and the Green Bay and Western Railroad Company, filed on March 3, 1982 at 2:30 PM and given recordation number 13579; and
2. Lease Agreement dated July 21, 1977 between SSI Rail Corporation (predecessor of Itel Corporation, Rail Division) and North Louisiana and Gulf Railroad Company, which was filed on November 10, 1977 at 2:20 PM and given recordation number 9073.

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

1. Evans Railcar Leasing Company
2550 Golf Road
Rolling Meadows, Illinois 60008
2. Itel Corporation, Rail Division
Two Embarcadero Center, 24th Floor
San Francisco, California 94111

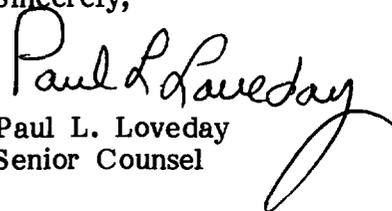
Ms. Agatha Mergenvovich
December 22, 1982
Page 2

The equipment covered by this Assignment is four hundred (400) 50'6" 70-ton XM or XP boxcars, bearing reporting marks GBW 8200-8299, GBW 7450-7649 and NLG 5701-5800.

Also enclosed is a check in the amount of \$30.00 for the required recording and cross-indexing fees.

Please stamp all counterparts of the enclosed Assignment with your official recording stamp. You will wish to retain one counterpart of the document for your files; please return the remaining three counterparts to me by mail. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Paul L. Loveday". The signature is written in dark ink and is positioned to the right of the typed name and title.

Paul L. Loveday
Senior Counsel

Enclosures

PLL:jak

L-0213
7/12/82

RECORDATION NO. 10362-1
FORM 1425

DEC 27 1982 - 2 25 PM

ASSIGNMENT AGREEMENT INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT dated as of July 7, 1982, by and between **ITEL CORPORATION, RAIL DIVISION**, a Delaware corporation, debtor and debtor in possession (hereinafter called "Itel"), and **EVANS RAILCAR LEASING COMPANY**, an Illinois corporation (hereinafter called "Evans").

W I T N E S S E T H :

WHEREAS, Itel Corporation as debtor and Green Bay and Western Railroad Company (hereinafter called "Green Bay and Western") have entered into a Lease Agreement dated March 8, 1979, which together with Equipment Schedule No. 4A thereto, provides for, among other things, the sublease to Green Bay and Western of two hundred (200) fifty foot six inch seventy ton boxcars, GBW 7450-7649 (said Lease Agreement together with all amendments, supplements or riders thereto, insofar as they relate to the two hundred railroad cars above described, is hereinafter referred to as the "First GBW Sublease").

WHEREAS, Itel and Green Bay and Western have entered into a Lease Agreement dated July 1, 1982 which provides for, among other things, the sublease to Green Bay and Western of one hundred (100) fifty foot six inch seventy ton boxcars, GBW 8200-8299 (said Lease Agreement together with all amendments, supplements or riders thereto, insofar as they relate to the one hundred railroad cars above described, is hereinafter referred to as the "Second GBW Sublease").

WHEREAS, Itel Corporation as debtor and North Louisiana and Gulf Railroad Company (hereinafter called "North Louisiana") have entered into a Lease Agreement dated July 21, 1977, which together with Equipment Schedule No. 3 thereto, provides for, among other things, the sublease to North Louisiana of one hundred (100) fifty foot six inch seventy ton boxcars, NLG 5701-5800 (said Lease Agreement together with all amendments, supplements or riders thereto, insofar as they relate to the one hundred railroad cars above described, is hereinafter referred to as the "NLG Sublease").

WHEREAS, the First GBW Sublease, the Second GBW Sublease and the NLG Sublease are hereinafter collectively referred to as the "Subleases".

WHEREAS, Evans and Itel previously entered into a lease covering all of the boxcars covered by the Subleases, which lease is being terminated and superseded by a lease agreement (the "Evans-Itel Lease") herewith providing for the lease from Evans to Itel of the above described four hundred railroad cars; and

WHEREAS, the Subleases have been terminated and reinstated without amendment or modification effective simultaneously with the effectiveness of the Evans-Itel Lease.

WHEREAS, Itel is willing to assign all of its right, title and interest in and to the Subleases to Evans and Evans is willing to accept such assignment, all upon the terms and conditions contained herein.

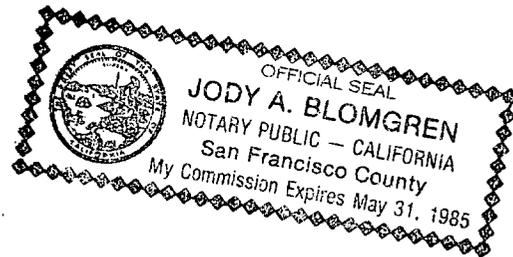
STATE OF CALIFORNIA)
)
CITY AND COUNTY OF SAN FRANCISCO)

ss:

On this 12th day of July, 1982, before me personally appeared Edward M. O'Dea, to me personally known, who being by me duly sworn, says that he is President of ITEL Corporation, Rail Division, that said instrument was signed 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.

Jody A. Blomgren
Notary Public

My Commission Expires:



STATE OF ILLINOIS)
)
COUNTY OF COOK)

ss:

On this 14th day of July, 1982, before me personally appeared PAUL R. LEAK, to me personally known, who being by me duly sworn, says that he is ^{vice} President of Evans Railcar Leasing Company, 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.

Paul R. Leak
Notary Public

My Commission Expires:
Aug. 24, 1982