

Paul J. Graf  
Group Attorney  
Transportation Systems & Industrial Group

MAR 10 1982 - 10 05 AM



The East Tower  
2550 Golf Road  
Rolling Meadows, Illinois 60008

REGISTRATION NO. 13194-C  
Form 2425

INTERSTATE COMMERCE COMMISSION

Telephone 312/640-7000

MAR 10 1982 - 10 05 AM

INTERSTATE COMMERCE COMMISSION

February 28, 1982

No. 2-069A013  
Date MAR 10 1982  
Fee \$ 20.00  
ICC Washington, D. C.

Mrs. Mildred Lee  
Secretary  
Interstate Commerce Commission  
Washington, DC 20423

Dear Mrs. Lee:

I have enclosed two originals and two copies each of the documents described below to be recorded pursuant to Section 11303 of Title 49, U.S. Code.

The documents included are an Assignment Agreement and Schedule Nine (9) secondary documents dated November 10, 1981 and November 11, 1981 respectively.

The primary document to which this is connected is a Lease recorded under Recordation No. 13194. We request that this Assignment be cross-indexed.

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

Assignment Agreement:

Assignor: Stockton Terminal and Eastern Railroad  
P.O. Box 10  
Corydon, IN 47112

Assignee: Louisville, New Albany and Corydon Railroad  
681 Market Street, Suite 1045  
San Francisco, CA 94105

Schedule 9:

Lessor: Evans Railcar Leasing Company  
2550 Golf Road  
Rolling Meadows, IL 60008

Lessee: Louisville, New Albany and Corydon Railroad  
681 Market Street, Suite 1045  
San Francisco, CA 94105

A description of the equipment covered by the documents are as follows:  
50 Used 52'5" 70-ton "XLI" Boxcars with 16' Double Plug Doors, - LNAC 5950-5999, AAR #R206.

A fee of \$20.00 is enclosed. Please return one original and two copies of each not needed by the Commission for recordation to Paul J. Graf, Evans Products Company, 2550 Golf Road, Rolling Meadows, IL 60008.

A short summary of the documents to appear in the index follows:  
Assignment Agreement and Schedule Nine (9) between Evans Railcar Leasing Company, 2550 Golf Road, Rolling Meadows, IL 60008, Lessor, and Louisville, New Albany and Corydon Railroad, 681 Market Street, Suite 1045, San Francisco, CA 94105, Lessee, and Stockton Terminal and Eastern Railroad, P.O. Box 10, Corydon, IN 47112, Assignor, dated November 10, 1981, and November 11, 1977 respectively, and covering 50 Used 52'5" 70-ton "XLI" Boxcars with 16' Double Plug Doors to Lease with Recordation No. 13194.

Very truly yours,



Paul J. Graf

PJG:sm

Enclosures

RECORDED IN 13194C  
MAR 10 1982 - 10 02 AM  
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November, 1981, by and between STOCKTON TERMINAL AND EASTERN RAILROAD, hereinafter referred to as "Assignee," and LOUISVILLE, NEW ALBANY AND CORYDON RAILROAD, hereinafter referred to as "LNAC," WITNESSETH:

1. LNAC agrees to assign to Assignee and Assignee agrees to and does hereby accept assignment from LNAC of (50) railroad cars, described as follows:

Used, 52'5" 70-Ton "XLI" Boxcars, Built 6/81

with an Umler value of \$74,622 and numbered LNAC 5950-5999, hereinafter referred to as the "Equipment."

2. Assignee agrees to pay as monthly rental the first 60% of 100% of all potential car hire revenues (including all mileage, per diem and incentive payments) payable with respect to the use of the Equipment. Any payment in excess of such 60% shall be remitted to the Assignee by LNAC as promptly as possible after receipt of such payment by LNAC. Potential monthly car hire revenues will be calculated based on the following formula:

Applicable hourly rate for the Equipment times 730 hours plus all actual mileage revenue received.

3. Subject to Paragraph 5 hereof, LNAC assumes all responsibility for maintenance of the Equipment except for damages caused by the Assignee or Assignee's customers during loading or unloading, and also assumes responsibility for all taxes relating to this transaction except for the income taxes of Assignee.
4. Assignee agrees to use its best efforts to use the Equipment in a manner which allows the Equipment to be used off the Stockton Terminal and Eastern Railroad System.
5. Responsibility for loss, theft or destruction of any unit of the Equipment shall be determined according to the Association of American Railroads Interchange Rules.
6. This Assignment Agreement shall be in effect month to month from the date of delivery and acceptance of the Equipment and can be cancelled in full or in part by either party upon 30 days written notification.

*Schedule 9*

7. LNAC shall deliver, at its sole cost and expense, the Equipment to the Assignee at Stockton, California. Upon expiration or cancellation of this Agreement, Assignee agrees to deliver the Equipment back to any point on the Stockton Terminal and Eastern Railroad System and further agrees to use its best efforts to assist the LNAC in obtaining final loads for the cars to any other delivery point that LNAC may designate.

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



(CORPORATE SEAL)

Attest:

B D Schneider  
Secretary

STOCKTON TERMINAL AND  
EASTERN RAILROAD

Lessee

By J B Bean  
President



(CORPORATE SEAL)

Attest:

Laura Buchanan  
Secretary

LOUISVILLE, NEW ALBANY  
AND CORYDON RAILROAD

By Walter Sanderson  
President