

RECORDATION NO. 8253-C FILED 1983

JUN 6 1983 - 9 45 AM

INTERSTATE COMMERCE COMMISSION

UNION PACIFIC CORPORATION

345 PARK AVENUE



NEW YORK, N. Y. 10154

CARL W. VON BERNUTH
ASSOCIATE GENERAL COUNSEL

June 2, 1983

3-157A030

Date JUN 6 1983

Fee \$ 20.00

ICC Washington, D. C.

RECEIVED
JUN 6 9 40 AM '83
FEE OPERATION BR.
I.C.C.

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

RE: Assignment of Lease dated as of June 1, 1983
Relating to Lease of Railroad Equipment Filed
Under Recordation No. 8253 as amended by
Amendment Agreement Filed Under Recordation
No. 8253-B

Dear Ms. Mergenovich:

Pursuant to 49 U.S.C. § 11303 and the Commission's rules and regulations thereunder, as amended, I enclose herewith on behalf of Union Pacific Railroad Company for filing and recordation counterparts of the Assignment of Lease dated as of June 1, 1983 ("Assignment"), between Railbox Company ("Railbox"), formerly American Rail Box Car Company, as Assignor, and Union Pacific Railroad Company ("UPR"), as Assignee. The Assignment provides for the assignment from Railbox to UPR of the Lease of Railroad Equipment dated as of March 1, 1976, between Railbox and United States Trust Company of New York, as Trustee, as amended by the Amendment Agreement dated as of May 1, 1976 ("Amendment Agreement"), and the equipment subject thereto. Such Lease of

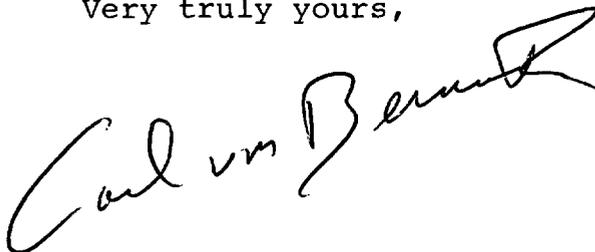
Counterpart - S.P.R.

Railroad Equipment was previously filed and recorded with the Interstate Commerce Commission on March 30, 1976, at 4:35 P.M., with Recordation No. 8253 and the Amendment Agreement was filed and recorded on May 20, 1976, at 3:30 P.M., with Recordation No. 8253-B.

Please file and record the Assignment submitted with this letter, assigning it Recordation No. 8253-C. Enclosed is a check for \$20.00 payable to the Interstate Commerce Commission for the Recordation fee for the Assignment.

Please stamp all counterparts of the enclosed documents with your official recording stamp, retaining one copy of the Assignment and this transmittal letter for your files. It is requested that the remaining counterparts of the Assignment be delivered to the bearer of this letter.

Very truly yours,

A handwritten signature in cursive script, reading "Carl von Brandt". The signature is written in black ink and is positioned to the right of the typed name "Carl von Brandt".

CWvB:cp
Encls.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

Cari W. Von Bernuth
Associate Gen. Counsel
Union Pacific Corporation
345 Park Avenue
New York, N. Y. 10154

June 6, 1983

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/6/83 at 8253-C 9:45AM, and assigned re-
recording number(s). 8253-C

Sincerely yours,

Agatha L. Mergenovich
Agatha L. Mergenovich
Secretary

Enclosure(s)

REGISTRATION NO. 8253-C

JUN 6. 1983 9 15 AM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE

Dated as of June 1, 1983

Between

RAILBOX COMPANY, Assignor

And

UNION PACIFIC RAILROAD COMPANY, Assignee

Covering

431 50'6", 70-Ton Capacity
General Service Box Cars

ASSIGNMENT OF LEASE, dated as of June 1, 1983 (hereinafter called this Assignment), by and between UNION PACIFIC RAILROAD COMPANY (hereinafter called the Assignee) and RAILBOX COMPANY (hereinafter called the Assignor), as Lessee under a Lease of Railroad Equipment dated as of March 1, 1976, as amended by an Amendment Agreement dated as of May 20, 1976 (hereinafter as so amended called the Lease), between the Assignor, a Delaware corporation (therein called the Lessee), and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, as Trustee (therein and hereinafter, together with its successors and assigns, called the Owner-Trustee) under a Trust Agreement dated as of March 1, 1976, with GENERAL ELECTRIC CREDIT CORPORATION (therein and hereinafter called the Owner).

* * * * *

WHEREAS, pursuant to Section 1 of a Guaranty Agreement dated as of March 1, 1976 (hereinafter called the Guaranty), between the Assignee and the Owner-Trustee, the Assignee guaranteed the due and punctual payment of the rentals payable under the Lease;

WHEREAS, in fulfillment of its obligations under Section 1 of the Guaranty, the Assignee has made to Mercantile-Safe Deposit and Trust Company, as Agent (hereinafter called the Vendor) the rental payment payable on June 1, 1983, as required by §3 of the Lease, in order to prevent the occurrence of an Event of Default as defined in subparagraph A of the first paragraph of §10 thereof;

WHEREAS, §16 of the Lease provides if the Assignee shall make any payments to the Owner, the Owner-Trustee or the Vendor on account of its guaranty under the Guaranty in order to prevent the occurrence of such an Event of Default then, upon the written request of the Assignee, the Assignor shall assign to the Assignee all the Assignor's right, title and interest in and to the Lease and the units of railroad equipment subject thereto and described in Exhibit A hereto (hereinafter called the Units); and

WHEREAS, the Assignee has made such a written request to the Assignor.

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

1. Assignment. The Assignor hereby conveys, transfers and assigns to the Assignee all the Assignor's right, title and interest in and to the Lease and the Units. In addition, the Assignor forthwith shall convey, transfer or assign to the Assignee all the Assignor's right, title and interest in any subleases with respect to the Units and take any other action and execute any documents reasonably requested by the Assignee or the Owner-Trustee.

2. Assumption. The Assignee hereby assumes all the obligations of the Assignor under the Lease and shall be entitled to all of the rights, titles, interests, powers and privileges of the Assignor thereunder; provided, however, that such assumption shall not relieve the Assignor from any of its obligations under the Lease, due and payable on or prior to the date of this Assignment, to the Assignee, the Owner-Trustee and the Vendor. Concurrently with the execution of this Assignment by both parties hereto, or as soon thereafter as is reasonably practicable, the Assignee may together with the Owner-Trustee enter into a new lease of the Units in substantially the same form of the Lease. When executed, such new lease shall in all respects replace and supersede the Lease with respect to the Units and the Assignor's obligations relating thereto; provided, however, that nothing in this or the preceding sentence shall be construed to impair or diminish in any manner the Assignee's rights of recovery from the Assignor as set forth in the last paragraph of §16 of the Lease.

3. Possession and Remarketing of Units. The Assignor forthwith shall relinquish possession of the Units to the Assignee and, upon the request of the Assignee, shall give prompt telegraphic and written notice to the Association of American Railroads and all railroads having possession of any Unit that the Assignor has assigned such Units to the Assignee and that such Association and all such railroads thenceforth shall treat such Units as owned by the Assignee and that car hire and all other charges therefor are due to Assignee.

Without in any way limiting the obligations of the Assignor under the foregoing provisions of this Section 3, the Assignor hereby irrevocably appoints the Assignee as its agent and attorney, with full power and authority, at any time while the Assignor is obligated to relinquish possession of any Unit to the Assignee, to demand and take possession of such Unit, pursuant to the terms of any contractual arrangement the Assignor may have with a party or parties in possession of such Unit, in the name and on behalf of the Assignor from whomsoever shall be in actual possession of such Unit at the time.

The Assignee, upon obtaining possession thereof, shall cause each Unit to be renumbered with its identifying numbers as set forth in Exhibit A hereto.

4. Delivery of Revenues. Any car hire charges or any other revenues whatsoever generated from any railroad on account of its possession of any Unit from and after June 1, 1983, forthwith shall be remitted by the Assignor, if received by the Assignor, to the Assignee.

5. Assignment of Lease and Agreement. Nothing herein shall be construed to alter in any way the rights and obligations of the parties to the Assignment of Lease and Agreement dated as of March 1, 1976, as amended (hereinafter called the

Lease Assignment), between the Owner-Trustee and the Vendor, or the rights of the Vendor under the Lessee's Consent and Agreement attached to the Lease Assignment. The Assignee hereby assumes all the obligations of the Assignor under such Lessee's Consent and Agreement as if the Assignee were a signatory thereto. This Assignment is expressly made for the benefit of the Owner-Trustee and the Vendor.

6. Entire Contract. This Assignment shall be deemed to constitute the complete and final contract between the parties hereto in respect of the matters covered hereby.

7. Modification. The terms of this Assignment shall not be waived, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by both parties hereto.

8. Succession. The rights and obligations of this Assignment shall extend to and be binding upon the respective successors of the parties hereto.

9. Counterparts. This Assignment may be executed in any number of counterparts each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

10. Governing Law. This Assignment shall be construed in accordance with and shall be governed by the laws of the State of New York; provided, however, that the parties shall be entitled to all rights conferred by 49 U.S.C. §11303 (formerly Section 20c of the Interstate Commerce Act).

11. Forwarding of Notices, etc. If, after the execution of this Assignment by both parties hereto, the Assignor shall receive any notice, certificate, document or report pursuant to the provisions of §19 of the Lease, the Assignor shall immediately upon receipt of any such notice, certificate, document or report give the Assignee telephonic advice as to the substance thereof, followed by a copy thereof in such form and by such means as the Assignee reasonably shall specify.

12. Recordation. Promptly after the execution of this Assignment by both parties hereto, the Assignee shall cause this Assignment and all supplements thereto to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be signed by their duly authorized officers and their corporate seals to be hereunto affixed, duly attested, all as of the date first above written.

RAILBOX COMPANY

By RC Bentley
PRESIDENT

[Corporate Seal]

Attest:

A. J. Walsh
Assistant Secretary

UNION PACIFIC RAILROAD COMPANY

By L. White Matthews
Vice President

[Corporate Seal]

Attest:

A. N. Olsen
Secretary

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

On this 2nd day of June, 1983, before me personally appeared R. C. Burton, Jr., to me personally known, who, being by me duly sworn, says that he is President of RAILBOX COMPANY, 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.

Monique Krause
Notary Public

[Notarial Seal]
My Commission expires: October 12, 1986

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 1st day of June, 1983, before me personally appeared L. White Matthews, III, to me personally known, who, being by me duly sworn, says that he is a Vice President of UNION PACIFIC RAILROAD COMPANY, 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.

Ray Green
Notary Public

[Notarial Seal]
My Commission expires: 3/30/84

RAY GREEN
NOTARY PUBLIC, State of New York
No. 31-6641765
Qualified in New York County
Commission Expires March 30, 1984

WILMINGTON
DELAWARE
JUN 10 1964

WILMINGTON DELAWARE
JUN 10 1964
RECEIVED

RECEIVED
JUN 10 1964

EXHIBIT A

<u>Type</u>	<u>AAR Mechanical Designation</u>	<u>Quantity</u>	<u>Assignor's Identifying Numbers (All Sets Inclusive)</u>	<u>Assignee's Identifying Numbers (All Sets Inclusive)</u>
50'6", 70-ton capacity, general service box car	XM	431	RBOX	UP
			20001-20079	130700-130778
			21000-21008	130800-130808
			21010-21070	130809-130869
			21072-21163	130870-130961
			21165-21168	130962-130965
			21170-21193	130966-130989
			21195-21280	130990-131075
			21282-21328	131076-131122
			21330-21354	131123-131147
			21356-21359	131148-131151