

AmeriGas

RECORDATION NO. 12325 C FILED 1425

4-076A029

MAR 16 1984 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

No.
Date MAR 16 1984

March 14, 1984

Fee \$ 10,000

ICC Washington, D. C.

Agatha L. Mergonovich, Secretary
Interstate Commerce Commission
Washington, DC 20423

Dear Secretary:

I have enclosed four original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U. S. Code.

The enclosure is an Assignment and Assumption Agreement, a secondary document, dated as of March 31, 1983. The primary documents to which this is connected are recorded under Recordation Nos. 12325, 12325-A and 12325-B. We request that this assignment be cross-indexed.

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

Owner/Assignor:

AmeriGas, Inc.
P. O. Box 858
Valley Forge, PA 19482

Assignee:

AmeriLease, Inc.
Suite 207, Rodney Building
3411 Silverside Road
Wilmington, DE 19810

Trustee:

Continental Illinois National
Bank and Trust Company of Chicago
30 North LaSalle Street
Chicago, IL 60693

Lessee:

North American Car Corporation
33 West Monroe
Chicago, IL 60603

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I.C.C.

Agatha L. Mergonovich, Secretary
March 14, 1984
Page 2

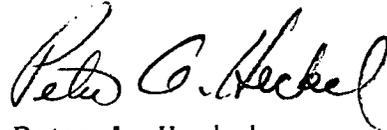
The equipment covered by the document consists of railroad rolling stock described as 205 100-ton 4.750-cubic-foot covered hopper cars.

A fee of \$10.00 is enclosed. Please return the original and any extra copies not needed by the Commission for recordation to the undersigned.

A short summary of the document to appear in the index should read:

Assignment between AmeriGas, Inc. (Assignor), P. O. Box 858, Valley Forge, Pennsylvania 19482, and AmeriLease, Inc. (Assignee), 3411 Silverside Road, Wilmington, Delaware 19810, dated as of March 31, 1983, and covering 205 covered hopper cars, and connected to an Equipment Trust Agreement and related documents with recordation Nos. 121325, 12325-A and 12325-B.

Very truly yours,



Peter A. Heckel
Vice President

PAH:mee

Enclosures

cc: L. R. Greenberg
G. Reaves
Continental Illinois National Bank
M. E. Soderstrom
North American Car Corporation

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3/16/84

OFFICE OF THE SECRETARY

**Peter A Heckel
Vice President
AmeriGas ,Inc.
Valley Forge,PA. 19482**

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 **3/16/84** at **2:35pm** and assigned re-
recording number(s) **12325-C**

Sincerely yours,



JAMES H. BAYNE

Secretary

Enclosure(s)

RECORDATION NO. 12325C
Filed 1425

MAR 16 1984 - 2 25 PM

INTERSTATE COMMERCE COMMISSION

[Re: North American Car
Corporation Lease 1980-II
and related Equipment Trust]

ASSIGNMENT AND ASSUMPTION AGREEMENT

Between

AMERIGAS, INC.,

Assignor,

and

AMERILEASE, INC.,

Assignee

Dated as of March 31, 1983.

This instrument contains an assignment of rights under certain documents filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on October 20, 1980, at 2:15 p.m., recordation numbers 12325, 12325-A, and 12325-B.

This instrument was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. §11303 on _____, 1983, at _____, recordation number _____.

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of March 31 1983, between AmeriLease, Inc., a Delaware corporation ("AmeriLease"), and AmeriGas, Inc., a Pennsylvania corporation ("AmeriGas").

WHEREAS the parties hereto desire to effect (a) the transfer by AmeriGas to AmeriLease of all the right, title and interest of AmeriGas (except as reserved below) in and with respect to, among other things, (i) the Equipment Trust Agreement, dated as of August 1, 1980 (the "Equipment Trust Agreement"), between Continental Illinois National Bank and Trust Company of Chicago, as Trustee (the "Trustee"), and as Owner, AmeriGas, (ii) the Participation Agreement (including without limitation any indemnity payments payable to AmeriGas directly or indirectly thereunder) identified therein (the "Participation Agreement"), (iii) the Lease identified therein (the "Lease") and (iv) the Lease Assignment identified therein (the "Lease Assignment"), and (b) the assumption by AmeriLease of certain obligations of AmeriGas accruing thereunder, 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 do hereby agree as follows:

1. AmeriGas has sold, assigned, conveyed, transferred and set over, and does hereby sell, assign, convey, transfer and set over, unto AmeriLease as of the date hereof all of its present and future right, title and interest in and with respect to the Equipment Trust Agreement, the Participation Agreement, (subject to the rights of the Trustee under the Lease Assignment) the Lease, and the Lease Assignment, together with all other documents and instruments evidencing any of such right, title and interest, except such rights of AmeriGas as have accrued to AmeriGas prior to the date hereof (including specifically, but without limitation, the right to receive any amounts due or accrued to AmeriGas under the Trust Agreement as of a date prior to such date and the right to receive any indemnity payment pursuant to the Participation Agreement or the Lease with respect to expenses incurred or events occurring prior to such date).

2. AmeriLease hereby assumes all of the duties and obligations of AmeriGas, whenever accrued (other than duties and obligations of AmeriGas required to be performed by it as of the date hereof under the Trust Agreement, the Participation Agreement, the Lease, the Lease Assignment or any other contract, agreement or other instrument relating to the Trust or the Trust Estate), pursuant to each document or instrument hereby assigned.

3. In furtherance of the within assignment, AmeriGas hereby constitutes and appoints AmeriLease, its successors and assigns, the true and lawful attorneys of AmeriGas, with full power of substitution, in the name of AmeriLease or in the name of AmeriGas but on behalf of and for the benefit of and at the expense of AmeriLease, to collect for the account of AmeriLease all items sold, transferred or assigned to AmeriLease pursuant hereto; to institute and prosecute, in the name of AmeriGas or otherwise, but at the expense of AmeriLease, all proceedings which AmeriLease may deem proper in order to collect, assert or enforce any claim, right or title of any kind in or to the items sold, transferred or assigned; to defend and compromise at the expense of AmeriLease any and all actions, suits or proceedings as to title to or interest in any of the property acquired by AmeriLease; and to do all such acts and things in relation thereto at the expense of AmeriLease as AmeriLease shall reasonably deem advisable. AmeriGas hereby acknowledges that this appointment is coupled with an interest and is irrevocable by AmeriGas in any manner or for any reason or by virtue of any dissolution of AmeriGas.

4. AmeriGas hereby covenants and agrees to pay over to AmeriLease, if and when received following the date hereof, any amounts (including any sums payable as interest in respect thereof) paid to or for the benefit of AmeriGas that, under Section 1 hereof, belong to AmeriLease, and AmeriLease hereby covenants and agrees to pay over to AmeriGas, if and when received following the date hereof, any amounts (including any sums payable as interest in respect thereof) paid to or for the benefit of AmeriLease that, under Section 1 hereof, belong to AmeriGas.

5. AmeriGas shall, at any time and from time to time, upon the request of AmeriLease, promptly and duly execute and deliver any and all such further instruments and documents and take such further action as AmeriLease may reasonably request to obtain the full benefits of this Assignment and of the rights and powers herein granted.

6. AmeriLease hereby represents that it is acquiring the trust and other interests hereby assigned to it for its own account for the purpose of investment and not with a view to the distribution or resale of either thereof.

7. This Assignment shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, but the parties hereto shall be entitled to all rights conferred by 49 U.S.C. § 11303.

8. This Assignment may be executed in any number of counterparts, all of which together shall constitute a single instrument, but the counterpart delivered to the Trustee pursuant to Section 4.07 of the Equipment Trust Agreement shall be deemed to be the original and all other counterparts shall be deemed to be duplicates thereof. It shall not be necessary that any counterpart be signed by both parties so long as each party shall sign at least one counterpart.

IN WITNESS WHEREOF, the parties hereto, through their respective officers thereunto duly authorized, have duly executed this Assignment as of the day and year first above written.

AMERILEASE, INC.

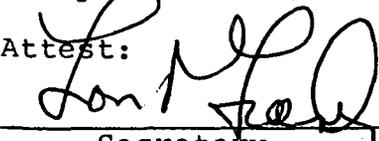
[Corporate Seal]

Attest:


Secretary
(Lon R. Greenberg)

[Corporate Seal]

Attest:


Secretary
(Lon R. Greenberg)

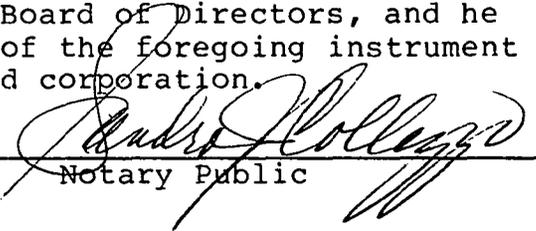
By Anthony J. Mendicino
Vice President
(Anthony J. Mendicino)

AMERIGAS, INC.

By Peter A. Heckel
Vice President
(Peter A. Heckel)

COMMONWEALTH OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

On this 31 day of Mar 1983, before me personally appeared Peter J. Heckel, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERIGAS, INC., that one of the seals 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.



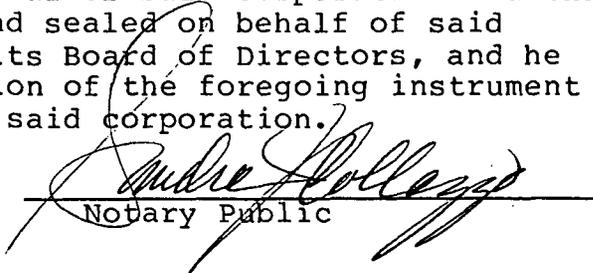
Notary Public

[Notarial Seal]

SANDRA J. COLLAZZO, Notary Public
My Commission expires Valley Forge, Montgomery Co.
My Commission Expires 1-22-87

COMMONWEALTH OF PENNSYLVANIA)
)ss.:
COUNTY OF MONTGOMERY)

On this 31 day of Mar 1983, before me personally appeared Sammy J. Mendicino, to me personally known, who, being by me duly sworn, says that he is a Vice President of AMERILEASE, INC., that one of the seals 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

[Notarial Seal]

SANDRA J. COLLAZZO, Notary Public
My Commission Expires Valley Forge, Montgomery Co.
My Commission Expires 1-22-87