

ALI-ICC  
19701-600

AMERILEASE, INC.  
Suite 207  
Rodney Building  
3411 Silverside Road  
Wilmington, Delaware 19810

RECORDATION NO. 12325-D Filed & Recorded

OCT 3 1986 2 20 PM

INTERSTATE COMMERCE COMMISSION  
September 30, 1986

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

No. 6 276A040

Date OCT 3 1986

Fee \$ 10.00

Dear Secretary:

ICC Washington, D. C.

I have enclosed three (3) 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 tertiary document, dated as of September 23, 1986. The primary documents to which this is connected are recorded under Recordation Nos. 12325, 12325-A and 12325-B. The secondary document to which this is connected is recorded under Recordation No. 12325-C. We request that this assignment be cross-indexed.

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

Owner/Assignor: AmeriLease, Inc.  
Suite 207, Rodney Building  
3411 Silverside Road  
Wilmington, Delaware 19810

Assignee: RCC Railcar Leasing, Inc.  
c/o MGC Leasing Corp.  
666 Fifth Avenue  
New York, New York 10103

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

OCT 3 2 15 PM '86  
MOTOR OPERATING UNIT  
TOP OFFICE OF  
THE SECRETARY OF  
TRANSPORTATION

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

Agatha L. Mergonovich, Secretary

September 30, 1986

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 AmeriLease, Inc. (Assignor), Suite 207, Rodney Building, 3411 Silverside Road, Wilmington, Delaware 19810 and RCC Railcar Leasing, Inc. (Assignee), c/o MGC Leasing Corp., 666 Fifth Avenue, New York, New York 10103, dated as of September 23, 1986, and covering 205 covered hopper cars, and connected with an Equipment Trust Agreement and related documents with recordation Nos. 12325, 12325-A, 12325-B, and 12325-C.

Very truly yours,



Robert A. Ginzberg  
Vice President

RAG:gc

Enclosures

cc: Mr. James A. Kaylor  
Mr. G. Reaves  
Continental Illinois National Bank

Interstate Commerce Commission

Washington, D.C. 20423

10/6/86

OFFICE OF THE SECRETARY

Robert A. Ginzberg  
Vice President  
Amerilease, Inc.  
Rodney Building, Suite 207  
3411 Silverside Road  
Wilmington, Delaware 19810

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 10/3/86 at 2:20pm, and assigned re-  
recording number(s). 12325-D

Sincerely yours,

*Noreta R. McGee*  
Secretary

Enclosure(s)

SE-30  
(7/79)

RECORDATION NO. 12325-D Filed & Recorded

RCC-Assign  
19701-600

OCT 3 1986 2-20 PM

INTERSTATE COMMERCE COMMISSION

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

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ASSIGNMENT AND ASSUMPTION AGREEMENT

Between

AMERILEASE, INC.,

Assignor,

and

RCC RAILCAR LEASING, INC.,

Assignee.

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Dated as of September 23, 1986

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This instrument contains an assignment of rights under certain documents filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on October 20, 1980, at 2:15 p.m., recordation numbers 12325, 12325-A, and 12325-B and on March 16, 1984, at 2:35 P.M., recordation number 12325-C.

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This instrument was filed with the Interstate Commerce Commission pursuant to 49 U.S.C. Section 11303 on \_\_\_\_\_, 1986, at \_\_\_\_\_, recordation number \_\_\_\_\_.

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of September <sup>23</sup>, 1986, between AMERILEASE, INC., a Delaware corporation ("AmeriLease"), and RCC RAILCAR LEASING, INC., a Delaware corporation ("Railcar").

WHEREAS, the parties hereto desire to effect (a) the transfer by AmeriLease to Railcar of all the right, title and interest of AmeriLease (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"), AmeriGas, Inc., the original owner who was succeeded by AmeriLease, pursuant to Assignment and Assumption Agreement, dated as of March 31, 1983, (ii) the Participation Agreement (including without limitation any indemnity payments payable to AmeriLease 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 Railcar of certain obligations of AmeriLease 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. AmeriLease does hereby sell, assign, convey, transfer and set over, unto Railcar 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 AmeriLease as have accrued to AmeriLease prior to the date hereof (including specifically, but without limitation, the right to receive any amounts due or accrued to AmeriLease 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. Railcar hereby assumes all of the duties and obligations of AmeriLease, whenever accrued (other than duties and obligations of AmeriLease 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, AmeriLease hereby constitutes and appoints Railcar, its successors and assigns, the true and lawful attorneys of AmeriLease, with full power of substitution, in the name of Railcar or in the name of AmeriLease but on behalf of and for the benefit of and at the expense of Railcar, to collect for the account of Railcar all items sold, transferred or assigned to Railcar pursuant hereto; to institute and prosecute, in the name of AmeriLease or otherwise, but at the expense of Railcar, all proceedings which Railcar 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 Railcar any and all actions, suits or proceedings as to title to or interest in any of the property acquired by Railcar; and to do all such acts and things in relation thereto at the expense of Railcar as Railcar shall reasonably deem advisable. AmeriLease hereby acknowledges that this appointment is coupled with an interest and is irrevocable by AmeriLease in any manner or for any reason or by virtue of any dissolution of AmeriLease.

4. AmeriLease hereby covenants and agrees to pay over to Railcar, 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 Railcar, and Railcar hereby covenants and agrees to pay over to AmeriLease, if and when received following the date hereof, any amounts (includ-

ing any sums payable as interest in respect thereof) paid to or for the benefit of Railcar that, under Section 1 hereof, belong to AmeriLease.

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

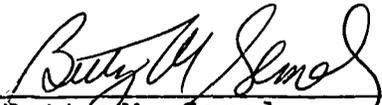
6. Railcar hereby represents that it is acquiring the trust and other interests hereby assigned to it for its own account for the purpose of investment and not with a view to the distribution or resale of either thereof.

7. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware but the parties hereto shall be entitled to all rights conferred by 49 U.S.C. Section 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.

Attest:

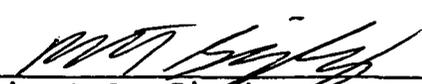
  
\_\_\_\_\_  
Betty M. Semel,  
Assistant Secretary

[corporate seal]

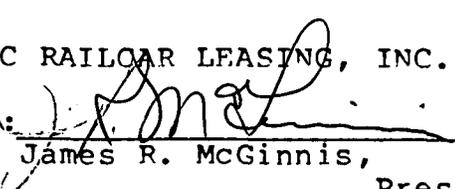
  
\_\_\_\_\_  
Dean S. Bress, Secretary

[corporate seal]

AMERILEASE, INC.

By:   
\_\_\_\_\_  
Robert A. Ginzberg,  
Vice President

RCC RAILCAR LEASING, INC.

By:   
\_\_\_\_\_  
James R. McGinnis,  
President

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

On this 23<sup>rd</sup> day of September, before me personally appeared ROBERT A. GINZBERG, to me personally known, who, being by me duly sworn, says that he is the 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.

[Notarial Seal]

  
\_\_\_\_\_  
Notary Public

GRACE COPPINGER  
Notary Public, State of New York  
No. 24-4527108  
Qualified in Kings County  
Commission Expires ~~March 30~~ 1988  
REC 31

STATE OF TEXAS )  
 ) SS.:  
COUNTY OF Dallas )

On this 22<sup>nd</sup> day of September, before me personally appeared JAMES R. MCGINNIS, to me personally known, who, being by me duly sworn, says that he is the President of RCC RAILCAR LEASING, 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.

[Notarial Seal]

  
\_\_\_\_\_  
Notary Public

MELANIE A PHILLIPS  
Comm. expires: 10-13-89