9

RCC-ICC2
1943-0100

RCC RAILCAR LEASING, INC.
c/o MGC Leasing Corp.
666 Fifth Avenue
New York, New York 10103

RECORDATION NO. 12325-A

NOV 23 1987 -10 20 AM

INTERSTATE COMMERCE COMMISSION

November 19, 1987

Interstate Commerce Commission
12th Street & Constitution Avenue, N.W.
Room 2303
Washington, D.C. 20423

Date 11/23/87
Fee $ 10.00
ICC Washington, D.C.

Attention: Ms. Mildred Lee

Dear Ms. Lee:

I have enclosed eight (8) original counterparts of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

The enclosures are multiple copies of an Assignment of Lease and Agreement dated as of May 15, 1987 (the "Assignment").

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

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

Trustee: Continental Illinois National
Bank & Trust Company of Chicago
30 North LaSalle Street
Chicago, Illinois 60697

The equipment covered by the document consists of railroad rolling stock described as 65 100-ton 4750 cubic-foot covered hopper railroad cars and the primary document to which these railcars are connected is recorded under recordation number 12325. Kindly cross index this Assignment with such primary document.

A fee of $10.00 is enclosed. Kindly file one (1) copy of the aforementioned document, file stamp the

remaining copies, and return them to me as soon as possible.

If you have any questions, please feel free to call me at (212) 757-6200.

Thank you.

Very truly yours,

Robert A. Ginzberg
Vice President

RAG:gc

Enclosures

cc: Dean C. Waldt, Esq.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

11/23/87

Robert A. Ginzberg
Vice President
RCC Railcar Leasing, Inc.
c/0 MGC Leasing Corp.
666 Fifth Avenue
New York, N.Y. 10103

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 11/23/87 at 10:20am, and assigned re-recordation number(s). 12325-J

Sincerely yours,

Noreta R. McGee
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 12355-B
NOV 23 1987 -10 20 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT OF LEASE AND AGREEMENT

ASSIGNMENT OF LEASE AND AGREEMENT dated as of ~~October~~ May ~~10, 1986~~ 15, 1987, ("Assignment"), by and between RCC RAILCAR LEASING, INC. ("Owner"), and CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO ("Trustee").

WHEREAS, the Assignor is the successor in interest to the ownership of certain railcars (collectively "Cars", individually "Car") formerly owned by Amerigas, Inc. pursuant to the Participation Agreement Among North American Car Corporation, Amerigas, Inc. and Aetna Life Insurance Company, the Aetna Casualty and Surety Company dated August 1, 1980 (the "Participation Agreement") and the Equipment Trust Agreement between Continental Illinois National Bank and Trust Company of Chicago and Amerigas, Inc. dated August 1, 1980 (the "ETA");

WHEREAS, the Assignor is obligated to the Assignee for the repayment of certain debts and obligations evidenced by the ETA;

WHEREAS, the Assignor and ConAgra Incorporated (the "Lessee") have entered into a Railcar Lease Agreement dated May 15, 1987 (the "Lease") providing for the leasing of 65 of the Cars from the Assignor to the Lessee (as described in Exhibit "A" attached hereto);

WHEREAS, the Assignor desires to provide security for its obligations to the Assignee, the Assignor agrees to assign for security purposes its rights in, to and under the Lease.

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

1. The Owner hereby assigns, transfers and sets over unto the Trustee, as collateral security for the payment and performance of the Owner's obligations under the ETA, all the Owner's right, title and interest, powers, privileges, and other benefits under the Lease, including, without limitation, the immediate right to receive and collect all rentals, profits and other sums payable to or receivable by the Owner from the Lessee under or pursuant to the provisions of the Lease, whether as rent, casualty payment, indemnity, liquidated damages, or otherwise (such moneys being hereinafter called "Payments"), and the right to make all waivers and agreements, to give all notices, consents and releases, to take all action upon the happening of an Event of Default specified in the Lease, and to do any and all other things whatsoever which the Owner is or may become entitled to do under the Lease. In furtherance of the foregoing assignment, the Owner hereby irrevocably authorizes and empowers the Trustee in its own name, or in the name of its nominee, or in the name of the Owner or as its attorney, to ask, demand, sue for, collect and receive any and all Payments to which the Owner is or may become entitled under the Lease, and to enforce compliance by the Lessee with all the terms and provisions thereof.

The Trustee agrees to accept any Payments made directly (or indirectly through the Agent of the Owner) by the Lessee for the account of the Owner pursuant to the Lease. To the extent received, the Trustee will apply such Payments first, to satisfy the obligations of the Owner under the ETA due and payable on the date such Payments were due and payable under the Lease, and

second, so long as no Event of Default (or event which, with notice or lapse of time, or both, could constitute an Event of Default) under the ETA shall have occurred and be continuing any remaining balance held by the Trustee hereunder shall be promptly paid to the Owner in immediately available funds at the address of the Owner set forth in the Lease. If the Trustee shall not receive any rental payment, the Trustee shall promptly notify the Owner and the Lessee in writing at their respective addresses set forth in the Lease. Failure so to notify the Owner and the Lessee shall not affect the rights and remedies of the Trustee hereunder or under the ETA.

2. This Assignment is executed only as security for the obligations of the Owner under the ETA and, therefore, the execution and delivery of this Assignment shall not subject the Trustee to, or transfer, or in any way affect or modify the liability of the Owner under the Lease, it being understood and agreed that notwithstanding this Assignment or any subsequent assignment, all obligations of the Owner to the Lessee shall be and remain enforceable by the Lessee against, and only against, the Owner or persons other than the Trustee.

3. To protect the security afforded by this Assignment, the Owner agrees as follows:

(a) The Owner will faithfully abide by, perform and discharge each and every obligation which the Lease provides is to be performed by the Owner; without the written consent of the Trustee, the Owner will not anticipate the rents under the Lease or waive, excuse, condone, forgive or in any manner release or discharge the Lessee thereunder, of or from any obligation to be

performed by the Lessee, including, without limitation, the obligation to make the payments in the manner and at the time and place specified therein or enter into any agreement so amending, modifying or terminating the Lease, and the Owner agrees that any such amendment, modification or termination thereof without such consent shall be void.

(b) Should the Owner fail to make any payment or to do any act which this Assignment requires the Owner to make or do, then the Trustee, but without obligation so to do, after first making written demand upon the Owner and affording the Owner a reasonable period of time within which to make such payment or do such act, but without releasing the Owner from any obligation hereunder, may make or do the same in such manner to protect the security provided hereby, including specifically, without limiting its general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee, and also the right to perform and discharge each and every obligation of the Owner contained in the Lease; and in exercising any such powers, the Trustee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees, and the Owner will reimburse the Trustee for such costs, expenses and fees.

4. The Owner does hereby constitute the Trustee the Owner's true and lawful attorney, irrevocably, with full power (in the name of the Owner, or otherwise), to demand, receive, compound and give acquittance for any and all Payments due and to become due under or arising out of the Lease, to which the Owner is or may become entitled, to enforce compliance by the Lessee

with all the terms and provisions of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustee may deem to be necessary or advisable in the premises.

5. Upon the full discharge and satisfaction of all of the Owner's obligations under the ETA, this Assignment and all rights herein assigned to the Trustee shall terminate, and all estate, right, title and interest of the Trustee in and to the Lease shall revert to the Owner without further act or deed, but the Trustee shall execute and deliver such documents as the Owner may reasonably request in order to confirm, or make clear upon public records, such termination and reversion.

6. The Owner will, from time to time, do and perform any other act and will execute, acknowledge, and deliver any and all further instruments required by law or reasonably requested by the Trustee in order to confirm or further assure the interests of the Trustee hereunder.

7. The Trustee may assign all or any of the rights assigned to it hereby or arising under the Lease, including, without limitation, the right to receive any Payments due or to become due. In the event of any such assignment, any such subsequent or successive assignee or assignees shall, to the extent of such assignment, enjoy all the rights and privileges and be subject to all the obligations of the Trustee hereunder.

8. 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. §303.

9. The Owner shall cause copies of all notices received in connection with the Lease and all Payments to be promptly delivered or made to the Trustee at its address set forth in Section 9.04 of the ETA, or at such other address as the Trustee shall designate.

10. The Trustee hereby agrees with the Owner that, so long as no Event of Default (or event which, with notice or lapse of time or both, could constitute such an Event of Default) under the ETA shall have occurred and be continuing, the Trustee will not exercise or enforce, or seek to exercise or enforce, or avail itself of, any of the rights, powers, privileges, authorizations or benefits assigned and transferred by the Owner to the Trustee by this Assignment, except the right to receive and apply the Payments as provided in Paragraph 1 hereof, and that, subject to the terms of the Lease and the ETA, the Owner may, so long as no Event of Default under the ETA has occurred and is then continuing, exercise or enforce, or seek to exercise or enforce, its rights, powers, privileges, and remedies arising out of the Lease; provided, however, that the Owner shall not, without the prior written consent of the Trustee, terminate the Lease or otherwise exercise or enforce, or seek to exercise or enforce, any rights, powers, privileges and remedies arising out of Section 8 of the Lease.

11. 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 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 lease one counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective names by their respective duly authorized officers, all as of the date first above written.

RCC RAILCAR LEASING, INC.

By: _____
Vice President

[Corporate Seal]

Attest: _____
Secretary

CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY, as Trustee

By: _____
Vice President

[Seal]

Attest: _____
Trust Officer

DCW:jml/.ab0

STATE OF New York :
: SS.
COUNTY OF New York :

On this 18th day of August 1987, before me personally appeared Robert A. Ginzberg, to me personally known, who, being by me duly sworn, says that he is a vice president of RCC RAILCAR LEASING, INC., that one of the seals affixed to the foregoing instrument is the seal of said corporation and that said instrument was signed and sealed on behalf 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.

GRACE COPPINGER
Notary Public, State of New York
No. 24-4527108
Qualified in Kings County
Commission Expires ~~March 30~~ DEC. 31, 19~~88~~

Grace Coppinger
Notary Public

[Notarial Seal]

My Commission Expires

STATE OF :
: SS.
COUNTY OF :

On this 25th day of August, 1987, before me personally appeared Robert J. Donahue, to me personally known, who, being by me duly sworn, says that he is a Vice President of CONTINENTAL ILLINOIS NATIONAL BANK AND TRUST COMPANY OF CHICAGO, that one of the seals affixed to the foregoing instrument is the seal of said bank and that said instrument was signed and sealed on behalf of said bank by authority of its By-laws and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.

V. Wa
Notary Public

[Notarial Seal]

My Commission Expires My Commission Expires July 31, 1988

DCW:jml/.ab0

EXHIBIT A

Description	Number of Cars	Car Markings
4,750 cubic foot, 100 ton capacity, covered hopper railcars built in 1981 by Thrall Car.	65	HLMX 483252, 483257, 483266, 483267, 483272, 483277, 483279, 483282, 483288, 483289, 483293, 483294, 483295, 483296, 483298, 483300, 483301, 483302, 483304, 483307, 483310, 483314, 483317, 483320, 483325, 483330, 483331, 483332, 483335, 483338, 483340, 483344, 483346, 483347, 483354, 483355, 483357, 483361, 483363, 483372, 483372, 483374, 483376, 483383, 483389, 483391, 483395, 483399, 483404, 483405, 483408, 483409, 483412, 483413, 483417, 483420, 483424, 483426, 483430, 483431, 483436, 483438, 483445, 483446, 483451

KAO:jml/.ab0